TOWN OF FORT MILL
PLANNING COMMISSION MEETING
October 28, 2014
112 Confederate Street
7:00 PM

AGENDA

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Meeting: September 23, 2014 *[Pages 3–5]*

2. Joint Meeting with Town Council: October 9, 2014 *[Pages 6–7]*

OLD BUSINESS

1. **Request to Approve Road Names: Waterside at the Catawba** *[Pages 8–9]*

   Request from Lennar Carolinas to approve an amended master road name list for the Waterside at the Catawba subdivision

NEW BUSINESS

1. **Request to Approve Road Names: Carolina Orchards** *[Pages 10–14]*

   Request from Pulte Homes to approve a master road name list for the Carolina Orchards subdivision

2. **Request to Approve Road Name: Banks Road Connector** *[Pages 15–18]*

   Request from the York County Addressing Office to approve a road name for the Banks Road Connector

3. **Subdivision Request: Fort Mill Square** *[Pages 19–24]*

Request from CWT Properties, LLC, to approve the subdivision of York County Tax Map Number 020-07-01-003

4. **Development Agreement: Dev. Solutions Group (Kimbrell)** *[Pages 25–68]*

   An ordinance authorizing the entry by the Town of Fort Mill into a Development Agreement for property located at York County Tax Map Numbers 736-00-00-080, 736-00-00-081 and 736-00-00-144, such parcels containing approximately 28.6 acres located at the intersection of North Dobys Bridge Road and Kimbrell Road; authorizing the execution and delivery of such Development Agreement; and other matters relating thereto

5. **Impact Fee Study** *[Pages 69–85]*

   Request to accept as information the Development Impact Fee Study Report and Housing Affordability Analysis, as prepared and submitted by the town's consultant, Stantec

ITEMS FOR INFORMATION / DISCUSSION

1. **Follow Up Meeting with Fort Mill Town Council**

2. **Unified Development Ordinance RFP Update**

ADJOURN

MINUTES
TOWN OF FORT MILL
PLANNING COMMISSION MEETING
September 23, 2014
112 Confederate Street
7:00 PM

Present: Chairman James Traynor, Hynek Lettang, Chris Wolfe, Tom Petty, John Garver, Ben Hudgins, Planning Director Joe Cronin, Assistant Planner Chris Pettit

Absent: Tony White

Guests: Al Rogat (Resident)

Chairman Traynor called the meeting to order at 7:00 pm and welcomed everyone in attendance.

Planning Director Cronin informed members that he had heard from Mr. White in advance of the meeting. Due to a death in his family, Mr. White would not be able to attend the meeting.

Mr. Wolfe made a motion to approve the minutes from the September 16, 2014, special called meeting as presented. Mr. Hudgins seconded the motion. The motion was approved by a vote of 6-0.

NEW BUSINESS ITEMS

1. **Annexation Request: Pettus Property**: Planning Director Cronin provided a brief overview of the request, the purpose of which was to review and provide a recommendation on the annexation of York County Tax Map Number 738-00-00-047, containing approximately 2.6 acres at 1918 N Dobys Bridge Road. Planning Director Cronin stated that the property was contiguous to property owned by Quarter Pointe Ventures (zoned HC Highway Commercial) via a public right-of-way for the former Holbrook Road, which was realigned as part of the Fort Mill Southern Bypass construction project. The applicant was requesting a similar zoning designation of HC. Mr. Wolfe stated that he had concerns about a possible car lot or gas station being allowed by right within the HC district, and wondered whether an alternate district, such as LC Local Commercial, would be preferable. Planning Director Cronin stated that the HC district provided greater setback protections for neighboring properties, as the HC district requires a 35' rear yard setback, while the LC district requires no setback. Planning Director Cronin added that most, if not all, of the property would fall within the corridor overlay district, which would prohibit a car lot at this location. Chairman Traynor asked if staff knew how much of the property would fall within the overlay district. Assistant Planner Pettit pulled up a GIS map on the overhead screen, which showed that the entire property was located within 500' of the bypass, and would therefore be subject the overlay district requirements. Planning Director Cronin added that should the property be developed as a commercial use in the future, the Planning Commission would have subsequent reviewing authority under the Commercial

Appearance Review process. Mr. Garver made a motion to recommend in favor of the annexation request with a zoning designation of HC. Mr. Hudgins seconded the motion. The motion was approved by a vote of 6-0. Chairman Traynor asked for the minutes to reflect that the applicability of the corridor overlay district was a critical element to the Planning Commission's recommendation in favor of HC zoning for this parcel.

2. **Final Plat: Forest at Fort Mill Phase III**: Planning Director Cronin provided a brief overview of the request, the purpose of which was to review and approve a final plat for Phase III of the Forest at Fort Mill subdivision on S Dobys Bridge Road. Planning Director Cronin stated that the proposed plat contained the final 27 lots within the subdivision, and was consistent with the preliminary plat approved in August 2011. Since all required infrastructure has not yet been completed, staff recommended that approval be tied to a bond or letter of credit. Mr. Hudgins made a motion to approve the final plat, contingent upon the applicant securing a bond or letter of credit equal to 125% of the estimated cost of any remaining infrastructure improvements. Mr. Lettang seconded the motion. The motion was approved by a vote of 6-0.

3. **Request to Approve Road Names: Waterside at the Catawba**: Planning Director Cronin provided a brief overview of the request, the purpose of which was to approve a master list of road names for the Waterside at the Catawba subdivision. A total of 52 road names were submitted for approval, including the following: Ascot Run Way, Bearcamp Way, Blackwaterside Drive, Braddock Way, Brandybuck Court, Brier Knob Drive, Bryson Gap Drive, Buckberry Court, Burning Acres Court, Clingman Drive, Common Raven Court, Copper Hawk Court, Corey Cabin Court, Corner Lake Court, Elmview Lane, Grape Balsam Way, Hanging Rock Road, Hideaway Gulch Drive, Ice Lake Court, Kahana River Road, Kaleb Point Circle, Kanard Way, Kennebel Place, Kody Hollow Court, Lily Lake Lane, Mackenzie Falls Drive, Maple Hill Drive, Marble Rock Court, Rainbow Trout Trail, Richland Balsam Drive, Ruby Kinglet Lane, Sapphire Meadow Drive, Sassafras Court, Shannon Falls Drive, Shiloh Bend Drive, Shorthill Lane, Silers Bald Drive, Skipping Stone Drive, Skywater Drive, Sparkling Brook Parkway, Squirtle Court, Swift Trail, Tailed Hawk Way, Talon Point Circle, Tigris Trail, Tomkins Knob Drive, Trentwood Drive, Triple Branch Trail, Twin Valley Way, Whistlers Chase Court, Winhall Road, Winter Wren Way. Planning Director Cronin stated that the county had reviewed and approved all requested road names.

   A discussion took place regarding the name Squirtle Court. Chairman Traynor stated that he had researched the name "Squirtle" online, and the only reference he could find was for a Pokemon character that was part squirrel and part turtle. Chairman Traynor then circulated a photo of the Squirtle character (see right). Chairman Traynor added that he didn't think it was appropriate for the town to begin naming roads after cartoon characters.

Squirtle [1]

   Mr. Wolfe made a motion to approve all requested road names, with the exception of Squirtle Court. Mr. Hudgins seconded the motion. The motion was approved by a vote of 6-0.

ITEMS FOR INFORMATION / DISCUSSION

1. **Draft RFP: Unified Development Ordinance:** Planning Director Cronin stated that town council had approved final reading of the budget on September 22, 2014. This year's budget includes an appropriation for the re-writing of the town's zoning and development ordinances. As a follow up to discussions at the last meeting, staff presented a draft request for proposals (RFP) for the town's new Unified Development Ordinance (UDO). Staff asked if the commission had any recommended changes for the draft RFP, and members of commission offered none. It is anticipated that the RFP will be issued in early October, with a deadline for responses at least 30 days thereafter.

There being no further business, the meeting was adjourned at 7:48 pm.

Respectfully submitted,

Joe Cronin
Planning Director

[1] "Pokémon Squirtle art" by Promotional press kit material for the Pokemon series. Artwork is by Ken Sugimori for the video games and players guides.. Licensed under Fair use of copyrighted material in the context of Squirtle via Wikipedia - http://en.wikipedia.org/wiki/File:Pok%C3%A9mon_Squirtle_art.png#mediaviewer/File:Pok%C3%A9mon_Squirtle_art.png

MINUTES
TOWN OF FORT MILL
TOWN COUNCIL & PLANNING COMMISSION JOINT MEETING
October 9, 2014
2233 Deerfield Drive
7:00 PM

Present: Town Council – Mayor Danny Funderburk, Councilmembers Guynn Savage, Larry Huntley, Ronnie Helms, and Tom Adams.
Planning Commission: Chairman James Traynor, Commission Members Chris Wolfe, Ben Hudgins, John Garver, Hynek Lettang, Tony White and Tom Petty.

Absent: Town Council: Councilman Tom Spratt

Also Present: Town Manager Dennis Pieper, Planning Director Joe Cronin, Public Works Director Davy Broom, Assistant Planner Chris Pettit, Councilman-Elect James Shirey, Phil Leazer (York County), David Hooper (RFATS), and Vic Edwards (SCDOT)

Mayor Funderburk called the meeting to order at 7:00 pm and welcomed everyone in attendance. Those in attendance were asked to introduce themselves to the group. Mayor Funderburk stated that transportation is a top concern in the Fort Mill area, and he thanked members of town council, the planning commission, and staff for participating in this joint meeting.

PRESENTATIONS

1. **York County Pennies for Progress Program Update:** Phil Leazer, the Program Manager for York County Pennies for Progress, provided an update on the sales tax program. Mr. Leazer gave an overview of completed projects, including Phase 1 of the Fort Mill Southern Bypass, as well as active and planned projects in the Fort Mill area, such as the Gold Hill Road interchange, the intersection of Gold Hill & SC 160, and widening projects on SC 160, US 21, and SC 51. Mr. Leazer added that should the county choose to move forward with a fourth Pennies program, a referendum would likely be held in 2017.

2. **Rock Hill-Fort Mill Area Transportation Study (RFATS):** David Hooper, the RFATS Coordinator for the City of Rock Hill, provided an overview of the primary functions of RFATS in the metropolitan planning area. Mr. Hooper discussed various planning efforts undertaken by RFATS, such as developing the region's long-range transportation plan (LRTP), managing the regional transportation improvement plan (TIP) as well as various other transportation planning efforts. Mr. Hooper added that RFATS is responsible for administering federally funded programs, such as federal guideshare funds, congestion mitigation and air quality grants (CMAQ), and transportation alternative grants (TAP). Mr. Hooper stated that York County was the only county in the state that receives CMAQ funds due to the county's non-attainment status with federal air quality standards. Ms. Savage stated that the county itself was not in non-attainment, but was pulled in as a result of being

a part of the Charlotte metro area. Mr. Adams asked why the majority of the CMAQ funds sent to the State of South Carolina ($12-$14 million per year) were used by the state, and only a small fraction ($2.5-$3 million per year) actually made their way to the non-attainment area of York County. Mr. Edwards with SCDOT stated that this was a budgetary decision of the state, and that a portion of the dollars were used for programs such as emergency assistance. Mr. Adams stated that since the state was receiving the dollars as a result of York County's non-attainment status, then those dollars should be spent on projects in York County. A discussion also took place regarding level of service (LOS), as well as state-mandated project ranking as a result of Act 114.

ITEMS FOR DISCUSSION

1. **Population Growth Projections:** Planning Director Cronin provided an overview of planned growth and development, both residential and commercial, in the Town of Fort Mill. It is anticipated that more than 5,000 residences and more than a million square feet of commercial will be developed within the town limits in the next 10-12 years, essentiall doubling the population of the town. Planning Director Cronin also shared some regional growth projections, which had been compiled by Susan Britt, the Planning Manager for the City of Tega Cay. Planning Director Cronin added that the unincorporated areas of York County generated the majority of growth over the last 15-20 years; however, as those areas reach build out, it is anticipated that new development in the town limits, primarily east of I-77, will drive regional growth over the next 10-15 years.

2. **Transportation Strategies:** Planning Director Cronin stated that staff had begun preparing a list of strategies which may be considered by council and the planning commission in an effort to better plan for and respond to roadway and transportation issues. Mayor Funderburk stated that it was getting late, and perhaps the council and planning commission should schedule a follow up meeting to further discuss strategies and next steps.

3. **Roadway Maintenance:** Discussion of this item was deferred to the next meeting.

The meeting was adjourned at 9:13 pm.

Respectfully submitted,

Joe Cronin
Planning Director

Planning Commission Meeting
October 28, 2014
Old Business Item

Request to Approve Road Names: Waterside at the Catawba
Request from Lennar Carolinas to approve an amended master road name list for the Waterside at the Catawba subdivision

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Background / Discussion

The Planning Commission is asked to add one additional name to list of approved road names for the Waterside at the Catawba subdivision. The project was annexed in July 2013 and zoned MXU.

During the meeting on September 23, 2014, the Planning Commission approved 51 of the 52 proposed names for the Waterside project. The only name that was not approved at that time was Squirtle Court. The applicant has since proposed a new name for that road: Appledale Court.

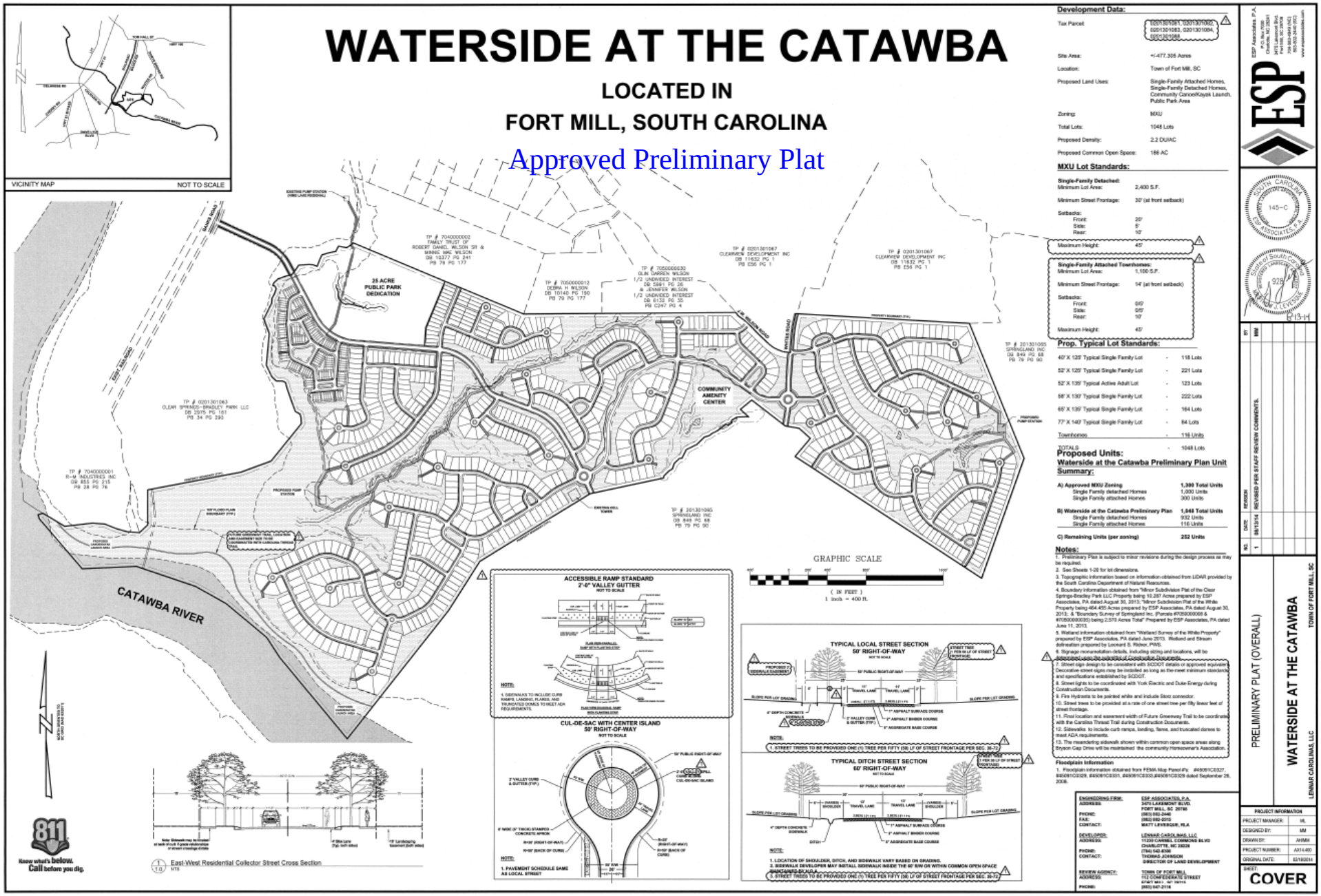
Appledale Court
Ascot Run Way
Bearcamp Way
Blackwaterside Drive
Braddock Way
Brandybuck Court
Brier Knob Drive
Bryson Gap Drive
Buckberry Court
Burning Acres Court
Clingman Drive
Common Raven Court
Copper Hawk Court
Corey Cabin Court
Corner Lake Court
Elmview Lane
Grape Balsam Way
Hanging Rock Road
Hideaway Gulch Drive
Ice Lake Court
Kahana River Road
Kaleb Point Circle
Kanard Way
Kennebel Place
Kody Hollow Court
Lily Lake Lane
Mackenzie Falls Drive
Maple Hill Drive
Marble Rock Court
Rainbow Trout Trail
Richland Balsam Drive
Ruby Kinglet Lane
Sapphire Meadow Drive
Sassafras Court
Shannon Falls Drive
Shiloh Bend Drive
Shorthill Lane
Silers Bald Drive
Skipping Stone Drive
Skywater Drive
Sparkling Brook Parkway
~~**Squirtle Court**~~
Swift Trail
Tailed Hawk Way
Talon Point Circle
Tigris Trail
Tomkins Knob Drive
Trentwood Drive
Triple Branch Trail
Twin Valley Way
Whistlers Chase Court
Winhall Road
Winter Wren Way

A preliminary plat for Waterside at the Catawba was approved in August 2014. The subdivision will have a total of 919 single family lots, 129 townhome lots, and 52 new streets.

Recommendation

Staff recommends in favor of approving the revised master road name list.

Joe Cronin
Planning Director
October 24, 2014


WATERSIDE AT THE CATAWBA
LOCATED IN
FORT MILL, SOUTH CAROLINA
Approved Preliminary Plat
VICINITY MAP
NOT TO SCALE
25 ACRE PUBLIC PARK DEDICATION
COMMUNITY AMENITY CENTER
CATAWBA RIVER
GRAPHIC SCALE
(IN FEET)
1 inch = 400 ft.
ACCESSIBLE RAMP STANDARD
2'-0" VALLEY GUTTER
NOT TO SCALE
CUL-DE-SAC WITH CENTER ISLAND
50' RIGHT-OF-WAY
NOT TO SCALE
TYPICAL LOCAL STREET SECTION
50' RIGHT-OF-WAY
TYPICAL DITCH STREET SECTION
60' RIGHT-OF-WAY
East-West Residential Collector Street Cross Section
Know what's below. Call before you dig.
Development Data:
Tax Parcel:
0201301061, 0201301062, 0201301083, 0201301084, 0201301088
Site Area:
+/-477.305 Acres
Location:
Town of Fort Mill, SC
Proposed Land Uses:
Single-Family Attached Homes, Single-Family Detached Homes, Community Canoe/Kayak Launch, Public Park Area
Zoning:
MXU
Total Lots:
1048 Lots
Proposed Density:
2.2 DU/AC
Proposed Common Open Space:
186 AC
MXU Lot Standards:
Single-Family Detached:
Minimum Lot Area: 2,400 S.F.
Minimum Street Frontage: 30' (at front setback)
Setbacks:
Front: 20'
Side: 5'
Rear: 10'
Maximum Height: 45'
Single-Family Attached Townhomes:
Minimum Lot Area: 1,100 S.F.
Minimum Street Frontage: 14' (at front setback)
Setbacks:
Front: 0/5'
Side: 0/5'
Rear: 10'
Maximum Height: 45'
Prop. Typical Lot Standards:
40' X 125' Typical Single Family Lot - 118 Lots
52' X 125' Typical Single Family Lot - 221 Lots
52' X 135' Typical Active Adult Lot - 123 Lots
58' X 130' Typical Single Family Lot - 222 Lots
65' X 135' Typical Single Family Lot - 164 Lots
77' X 140' Typical Single Family Lot - 64 Lots
Townhomes - 116 Units
TOTALS - 1048 Lots
Proposed Units:
Waterside at the Catawba Preliminary Plan Unit Summary:
A) Approved MXU Zoning 1,300 Total Units
Single Family detached Homes 1,000 Units
Single Family attached Homes 300 Units
B) Waterside at the Catawba Preliminary Plan 1,048 Total Units
Single Family detached Homes 932 Units
Single Family attached Homes 116 Units
C) Remaining Units (per zoning) 252 Units
Notes:
1. Preliminary Plan is subject to minor revisions during the design process as may be required.
2. See Sheets 1-26 for lot dimensions.
3. Topographic Information based on information obtained from LiDAR provided by the South Carolina Department of Natural Resources.
4. Boundary information obtained from "Minor Subdivision Plat of the Clear Springs-Bradley Park LLC Property being 10.287 Acres prepared by ESP Associates, PA dated August 30, 2013; "Minor Subdivision Plat of the White Property being 464.455 Acres prepared by ESP Associates, PA dated August 30, 2013; & "Boundary Survey of Springland Inc. (Parcels #7050000065 & #7050000035) being 2.573 Acres Total" Prepared by ESP Associates, PA dated June 11, 2013.
5. Wetland information obtained from "Wetland Survey of the White Property" prepared by ESP Associates, PA dated June 2013. Wetland and Stream delineation prepared by Leonard S. Rieker, PWS.
6. Signage review/notation details, including sizing and locations, will be provided prior to issuance of Construction Documents.
7. Street sign design to be consistent with SCDOT details or approved equivalent. Decorative street signs may be installed as long as the meet minimum standards and specifications established by SCDOT.
8. Street lights to be coordinated with York Electric and Duke Energy during Construction Documents.
9. Fire Hydrants to be painted white and include Storz connector.
10. Street trees to be provided at a rate of one street tree per fifty linear feet of street frontage.
11. Final location and easement width of Future Greenway Trail to be coordinated with the Carolina Thread Trail during Construction Documents.
12. Sidewalks to include curb ramps, landing, flares, and truncated domes to meet ADA requirements.
13. The meandering sidewalk shown within common open space areas along Bryson Cap Drive will be maintained the community Homeowner's Association.
Floodplain Information
1. Floodplain information obtained from FEMA Map Panel #s: #4909I0327, #4909I0329, #4909I0331, #4909I0333,#4909I0329 dated September 28, 2008.
ENGINEERING FIRM: ESP ASSOCIATES, P.A.
ADDRESS: 3470 LAKEMONT BLVD. FORT MILL, SC 29708
PHONE: (803) 802-3440
FAX: (803) 802-3310
CONTACT: MATT LEVERGER, PE,A
DEVELOPER: LENNAR CAROLINAS, LLC
ADDRESS: 11230 CARMEL COMMONS BLVD CHARLOTTE, NC 28226
PHONE: (704) 542-8500
CONTACT: THOMAS JOHNSON DIRECTOR OF LAND DEVELOPMENT
REVIEW AGENCY: TOWN OF FORT MILL
ADDRESS: 112 CONFEDERATE STREET FORT MILL, SC 29715
PHONE: (803) 547-2116
ESP Associates, P.A.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704 943-0449 (NC)
803 802-2440 (SC)
www.espassociates.com
ESP
SOUTH CAROLINA
145-C
ESP ASSOCIATES, P.A.
SOUTH CAROLINA
328
MATTHEW J. LEVERGER
F13-H
NO. DATE REVISION BY
1 08/13/14 REVISED PER STAFF REVIEW COMMENTS. MM
PRELIMINARY PLAT (OVERALL)
WATERSIDE AT THE CATAWBA
TOWN OF FORT MILL, SC
LENNAR CAROLINAS, LLC
PROJECT INFORMATION
PROJECT MANAGER: ML
DESIGNED BY: MM
DRAWN BY: AH/MM
PROJECT NUMBER: A314.400
ORIGINAL DATE: 02/19/2014
SHEET
COVER

Planning Commission Meeting
October 28, 2014
New Business Item

Request to Approve Road Names: Carolina Orchards
Request from Pulte Homes to approve a master road name list for the Carolina Orchards subdivision

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Background / Discussion

The Planning Commission is asked to approve a master road name list for the Carolina Orchards subdivision, a proposed subdivision on Springfield Parkway, between the Old Nation Road and the railroad tracks that run parallel to Nation Ford High School. The property was annexed in 2008 and is currently zoned MXU Mixed Use. The property is also subject to the 2008 development agreement between the Town of Fort Mill and Clear Springs et al. The property is currently owned by Clear Springs.

Though the MXU ordinance does not require full Planning Commission approval of the preliminary or final plats (as long as the proposed plan is consistent with the MXU and zoning ordinances, as well as the project's development conditions), Section 6-29-1200(A) of the SC Code of Laws requires the following:

> A local planning commission created under the provisions of this chapter shall, by proper certificate, approve and authorize the name of a street or road laid out within the territory over which the commission has jurisdiction. It is unlawful for a person in laying out a new street or road to name the street or road on a plat, by a marking or in a deed or instrument without first getting the approval of the planning commission. Any person violating this provision is guilty of a misdemeanor and, upon conviction, must be punished in the discretion of the court.

As a result, Planning Commission approval is required to authorize new road names within the subdivision. In the past, staff has presented a final plat for each phase within a MXU project to the Planning Commission for review and approval of street names prior to staff signing off on the final plat for that phase. Given the size and scope of the project, however, staff is requesting that the Planning Commission approve a master road name list. As long as the developer uses the names from the approved master list, this will prevent the need to bring each phase to the Planning Commission for the simple task of approving the street names. Any addition or modification to this list, however, would require subsequent approval from the Planning Commission.

A preliminary plat for Carolina Orchards is currently pending approval. The subdivision will have a total of 632 single family lots. The proposed street names are listed below:

Carolina Orchards Blvd	Harvest Valley Lane	Bushel Drive
Bloom Street	Grovefield Drive	Honey Dew Lane
Sunkissed Lane	Fig Street	Peck Street
Cherrytree Drive	Sunrise Lane	Fruitful Drive

Kirby Drive	Birdsong Way	Grove Place Drive
Delaney Drive	Birchway Drive	Larch Avenue
Charmaine Drive	Middlebury Lane	Haven Avenue
Bliss Drive	Turnberry Court	Sweet Fig Way
Peach Valley Lane	Leaf Walk Drive	Olive Street
Burr Court	Red Leaf Drive	Plum Street
Bud Court	Bartlett Street	Redwing Street
Blush Drive	Scout Lane	Bumblebee Lane
Backyard Court	Sunnyview Lane	
Currant Street	Summersong Lane	

Recommendation

Staff has submitted these names to the York County Addressing Office for review and approval. The county has approved and all reserved all requested names.

Staff recommends in favor of the request to approve a master list of street names for the Carolina Orchards subdivision.

Joe Cronin
Planning Director
October 24, 2014

From: Helms, Dawn
To: Matt Reiking
Cc: Matt Mandle; Moore, Jeanne; Grooms, Cynthia
Subject: RE: Caroline Orchards - Street Names
Date: Thursday, October 02, 2014 2:06:23 PM

Hi Matt,

Yes all of the below are approved for use. I would ask that special consideration be given when assigning the names in the development. Please do not have Grove Place Dr off Grovefield Dr. or Sunkissed Ln should not be off of Sunnyview Ln. This is a lot of road names for one development and I know the struggles it takes to even come up with a road name but let's be careful and try to eliminate any confusion for emergency services and/or all others visiting this development.

Thank you
Dawn

From: Matt Reiking [mailto:mreiking@espassociates.com]
Sent: Thursday, October 02, 2014 9:56 AM
To: Helms, Dawn
Cc: Matt Mandle
Subject: Caroline Orchards - Street Names

Dawn,

We are working with Joe Cronin at the Town of Fort Mill on the Carolina Orchards development.

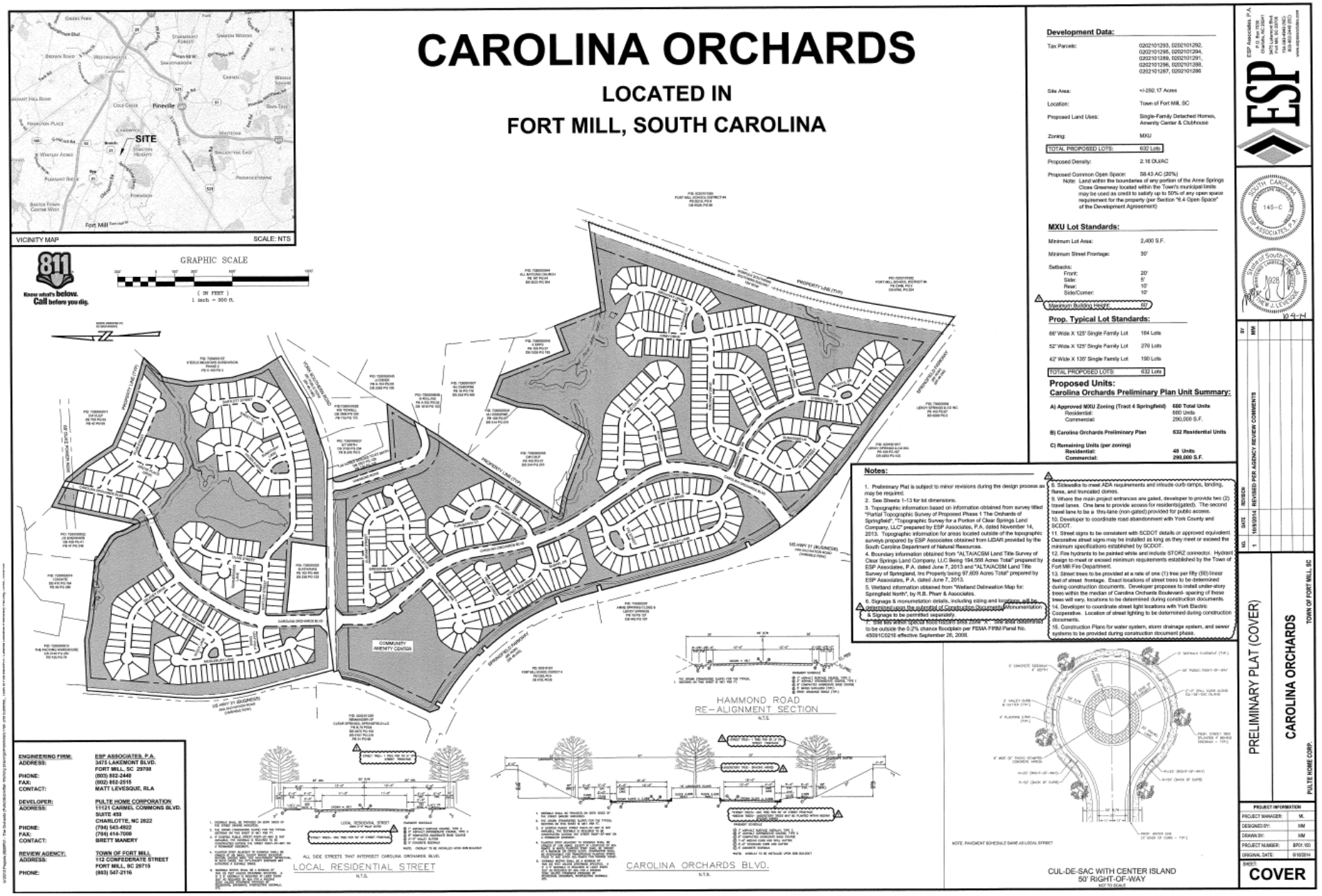
Can you please confirm that you have the following road names on hold for the project?

1. Carolina Orchards Blvd
2. Bloom Street
3. Sunkissed Lane
4. Cherrytree Drive
5. Harvest Valley Lane
6. Grovefield Drive
7. Fig Street
8. Sunrise Lane
9. Bushel Drive
10. Honey Dew Lane
11. Peck Street
12. Fruitful Drive
13. Kirby Drive
14. Delaney Drive
15. Charmaine Drive

16. Bliss Drive
17. Peach Valley Lane
18. Burr Court
19. Bud Court
20. Blush Drive
21. Backyard Court
22. Currant Street
23. Birdsong Way
24. Birchway Drive
25. Middlebury Lane
26. Turnberry Court
27. Leaf Walk Drive
28. Red Leaf Drive
29. Bartlett Street
30. Scout Lane
31. Sunnyview Lane
32. Summersong Lane
33. Grove Place Drive
34. Larch Avenue
35. Haven Avenue
36. Sweet Fig Way
37. Olive Street
38. Plum Street
39. Redwing Streey
40. Bumblebee Lane

Thanks
Matt

Matthew R. Reiking, PE
ESP Associates, P.A.
P.O. Box 7030
Charlotte, NC 28241
www.espassociates.com
mreiking@espassociates.com
(803)-835-0879 direct
(803) 802-2515 fax
(704) 654-5336 cell


CAROLINA ORCHARDS
LOCATED IN
FORT MILL, SOUTH CAROLINA
VICINITY MAP
SCALE: NTS
SITE
Fort Mill
GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.
Know what's below. Call before you dig.
PROPERTY LINE (TYP.)
COMMUNITY AMENITY CENTER
US HWY 21 (BUSINESS)
SPRINGFIELD PARKWAY
CAROLINA ORCHARDS BLVD.
HAMMOND ROAD RE-ALIGNMENT SECTION
N.T.S.
LOCAL RESIDENTIAL STREET
N.T.S.
ALL SIDE STREETS THAT INTERSECT CAROLINA ORCHARDS BLVD.
CAROLINA ORCHARDS BLVD.
N.T.S.
CUL-DE-SAC WITH CENTER ISLAND
50' RIGHT-OF-WAY
NOT TO SCALE
Development Data:
Tax Parcels: 0202101293, 0202101292, 0202101295, 0202101294, 0202101289, 0202101291, 0202101296, 0202101288, 0202101287, 0202101286
Site Area: +/-292.17 Acres
Location: Town of Fort Mill, SC
Proposed Land Uses: Single-Family Detached Homes, Amenity Center & Clubhouse
Zoning: MXU
TOTAL PROPOSED LOTS: 632 Lots
Proposed Density: 2.16 DU/AC
Proposed Common Open Space: 58.43 AC (20%)
Note: Land within the boundaries of any portion of the Anne Springs Close Greenway located within the Town's municipal limits may be used as credit to satisfy up to 50% of any open space requirement for the property (per Section "6.4 Open Space" of the Development Agreement)
MXU Lot Standards:
Minimum Lot Area: 2,400 S.F.
Minimum Street Frontage: 30'
Setbacks:
Front: 20'
Side: 6'
Rear: 10'
Side/Corner: 10'
Maximum Building Height: 60'
Prop. Typical Lot Standards:
66' Wide X 125' Single Family Lot 184 Lots
52' Wide X 125' Single Family Lot 279 Lots
42' Wide X 135' Single Family Lot 190 Lots
TOTAL PROPOSED LOTS: 632 Lots
Proposed Units:
Carolina Orchards Preliminary Plan Unit Summary:
A) Approved MXU Zoning (Tract 4 Springfield) 680 Total Units
Residential: 680 Units
Commercial: 290,000 S.F.
B) Carolina Orchards Preliminary Plan 632 Residential Units
C) Remaining Units (per zoning)
Residential: 48 Units
Commercial: 290,000 S.F.
Notes:
1. Preliminary Plat is subject to minor revisions during the design process as may be required.
2. See Sheets 1-13 for lot dimensions.
3. Topographic information based on information obtained from survey titled "Partial Topographic Survey of Proposed Phase 1 The Orchards of Springfield", "Topographic Survey for a Portion of Clear Springs Land Company, LLC" prepared by ESP Associates, P.A. dated November 14, 2013. Topographic information for areas located outside of the topographic surveys prepared by ESP Associates obtained from LiDAR provided by the South Carolina Department of Natural Resources.
4. Boundary information obtained from "ALTA/ACSM Land Title Survey of Clear Springs Land Company, LLC Being 194.566 Acres Total" prepared by ESP Associates, P.A. dated June 7, 2013 and "ALTA/ACSM Land Title Survey of Springland, Inc Property being 97.609 Acres Total" prepared by ESP Associates, P.A. dated June 7, 2013.
5. Wetland information obtained from "Wetland Delineation Map for: Springfield North", by R.B. Pharr & Associates.
6. Signage & monumentation details, including sizing and locations, will be provided upon the submittal of Construction Documents. Monumentation & Signage to be permitted separately.
7. Site lies within special flood hazard area zone "A" - site also determined to be outside the 0.2% chance floodplain per FEMA FIRM Panel No. 4509110210 effective September 26, 2008.
8. Sidewalks to meet ADA requirements and inlcude curb ramps, landing, flares, and truncated domes.
9. Where the main project entrances are gated, developer to provide two (2) travel lanes. One lane to provide access for residents(gated). The second travel lane to be a thru-lane (non-gated) provided for public access.
10. Developer to coordinate road abandonment with York County and SCDOT.
11. Street signs to be consistent with SCDOT details or approved equivalent. Decorative street signs may be installed as long as they meet or exceed the minimum specifications established by SCDOT.
12. Fire hydrants to be painted white and include STORZ connector. Hydrant design to meet or exceed minimum requirements established by the Town of Fort Mill Fire Department.
13. Street trees to be provided at a rate of one (1) tree per fifty (50) linear feet of street frontage. Exact locations of street trees to be determined during construction documents. Developer proposes to install under-story trees within the median of Carolina Orchards Boulevard- spacing of these trees will vary, locations to be determined during construction documents.
14. Developer to coordinate street light locations with York Electric Cooperative. Location of street lighting to be determined during construction documents.
15. Construction Plans for water system, storm drainage system, and sewer systems to be provided during construction document phase.
ENGINEERING FIRM: ESP ASSOCIATES, P.A.
ADDRESS: 3475 LAKEMONT BLVD. FORT MILL, SC 29708
PHONE: (803) 802-2440
FAX: (802) 802-2515
CONTACT: MATT LEVESQUE, RLA
DEVELOPER: PULTE HOME CORPORATION
ADDRESS: 11121 CARMEL COMMONS BLVD. SUITE 450 CHARLOTTE, NC 2822
PHONE: (704) 543-4922
FAX: (704) 414-7066
CONTACT: BRETT MANERY
REVIEW AGENCY: TOWN OF FORT MILL
ADDRESS: 112 CONFEDERATE STREET FORT MILL, SC 29715
PHONE: (803) 547-2116
ESP Associates, P.A.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com
ESP
SOUTH CAROLINA PROFESSIONAL ENGINEER
145-C
ESP ASSOCIATES, P.A.
MATTHEW J. LEVESQUE
10-9-14
NO. 1
DATE 10/9/2014
BY MM
REVISION REVISED PER AGENCY REVIEW COMMENTS
PRELIMINARY PLAT (COVER)
CAROLINA ORCHARDS
TOWN OF FORT MILL, SC
PULTE HOME CORP.
PROJECT INFORMATION
PROJECT MANAGER: ML
DESIGNED BY: MM
DRAWN BY: MM
PROJECT NUMBER: BRX.100
ORIGINAL DATE: 9/16/2014
SHEET
COVER

Planning Commission Meeting
October 28, 2014
New Business Item

Request to Approve Road Name: Banks Road Connector
Request from the York County Addressing Office to approve a road name for the Banks Road Connector

---

Background / Discussion

The Planning Commission is asked to consider a request to approve a road name for a new road associated with the Fort Mill Parkway construction project (formerly Fort Mill Southern Bypass). This new road is located between Banks Road and Fort Mill Parkway, and has been informally referred to as the "Banks Road Connector." Phase 1 of Fort Mill Parkway opened to traffic in July 2014.

Because Fort Mill Parkway now provides a grade separated railroad crossing, the Banks Road Connector was constructed to connect Banks Road to the new Bypass. The connector road currently dead ends at the driveway to Banks Trail Middle School.

Because this road is located within the town limits, state law grants authority to the Fort Mill Planning Commission to approve a new road name.

Recommendation

Town staff has been in contact with staff at the York County Addressing Office to discuss possible road names. Banks Trail Middle School is home to the Timberwolves; however, Timber Wolf Trail has already been assigned as road name in the Fort Mill area.

The name proposed by the York County Addressing Office is "Wolf Pack Trail/Lane." This name has been reserved, pending Planning Commission review and approval; however, other names may also be discussed during the meeting on October 28th.

Joe Cronin
Planning Director
October 24, 2014

From: Moore, Jeanne [mailto:jeanne.moore@yorkcountygov.com]
Sent: Tuesday, September 30, 2014 9:48 AM
To: Joe Cronin
Cc: Moss, Steven; Loflin, Gary; Leazer, Phil
Subject: Naming of road

Good Morning Joe,

It has been suggested as a part of the Pennies for Progress project that we name a street within the town limits of Fort Mill off Banks Rd at Fort Mill Parkway (see the attached map). This street as you can see is at a "back" entrance at Banks Trail Elementary school. Their mascot is the Timberwolves, that name is already in use in the Fort Mill area, so instead lets name it **Wolf Pack Tr/Ln**. Suffix to be determined…. I will be glad to handle the correspondence and notification once given the O.K. for this project. Please advise promptly.

Sincerely,

Jeanne

Jeanne Moore
GIS 9-1-1 Address Coordinator
York Co Public Safety Communications
P O Box 12430
149 W Black St
Rock Hill SC 29731
Direct: (803) 909-7483
Office: (803) 329-0911
Fax Number: (803) 328-6225
jeanne.moore@yorkcountygov.com

Proposed New Street
Wolf Pack Tr/Ln

SECTION 6-29-1200. Approval of street names required; violation is a misdemeanor; changing street name.

(A) A local planning commission created under the provisions of this chapter shall, by proper certificate, approve and authorize the name of a street or road laid out within the territory over which the commission has jurisdiction. It is unlawful for a person in laying out a new street or road to name the street or road on a plat, by a marking or in a deed or instrument without first getting the approval of the planning commission. Any person violating this provision is guilty of a misdemeanor and, upon conviction, must be punished in the discretion of the court.

(B) A commission may, after reasonable notice through a newspaper having general circulation in which the commission is created and exists, change the name of a street or road within the boundary of its territorial jurisdiction:

(1) when there is duplication of names or other conditions which tend to confuse the traveling public or the delivery of mail, orders, or messages;

(2) when it is found that a change may simplify marking or giving of directions to persons seeking to locate addresses; or

(3) upon any other good and just reason that may appear to the commission.

(C) On the name being changed, after reasonable opportunity for a public hearing, the planning commission shall issue its certificate designating the change, which must be recorded in the office of the register of deeds or clerk of court, and the name changed and certified is the legal name of the street or road.

Planning Commission Meeting
October 28, 2014
New Business Item

Subdivision Request: Fort Mill Square
Request from CWT Properties, LLC, to approve the subdivision of York County Tax Map Number 020-07-01-003

Background / Discussion

The Planning Commission is asked to consider a minor subdivision request from CWT Properties, LLC. The purpose of this request is to subdivide York County Tax Map Number 020-07-01-003 (Fort Mill Square Shopping Center) into five separate parcels. A color coded map showing the five parcels is included.

> Parcel No. 1: This parcel will be the future location of a planned Walmart Neighborhood Market grocery store.
>
> Parcel No. 2: This parcel will be the future location of a planned multi-tenant commercial building.
>
> Parcel No. 3: This is an "excess" parcel between USA Tire and Doby's Bridge Road. Should the current building ever be replaced or extensively renovated, maintaining a buffer between Doby's Bridge Road and the neighboring parcel would prevent the need for a 10' front yard setback along Dobys Bridge Road.
>
> Parcel No. 4: This parcel will be retained by the current owner, and will not be sold to Sunbelt Ventures as part of the redevelopment project. Access across the property will be provided via an access easement.
>
> Parcel No. 5: This parcel will be retained by the current owner, and will not be sold to Sunbelt Ventures as part of the redevelopment project. Access across the property will be provided via an access easement.

The property is currently zoned HC Highway Commercial, and falls within the THCD Tom Hall Corridor Overlay District. The THCD overlay relaxes the dimensional requirements for HC zoned parcels, and requires no minimum lot area, no minimum side or rear yard, and a 10' front yard setback. The new lot lines will not result in any nonconformities for the remaining uses or structures.

A subdivision plat prepared by HGBD Surveyors, LLC, is included for review. Large copies of the subdivision plat will be available during the meeting on October 28th.

Recommendation

The proposed lots are consistent with the dimensional requirements of the Tom Hall Corridor Overlay District. Therefore, staff recommends in favor of approving the subdivision request.

Joe Cronin
Planning Director
October 24, 2014

MEMORANDUM

Moore&VanAllen

Kenneth S. Coe
Attorney at Law

T 704 331 1038
F 704 378 2038
kencoe@mvalaw.com

Moore & Van Allen PLLC

Suite 4700
100 North Tryon Street
Charlotte, NC 28202-4003

October 15, 2014

To: Joe Cronin & Town of Fort Mill

From: Ken Coe on behalf of CWT Properties, LLC

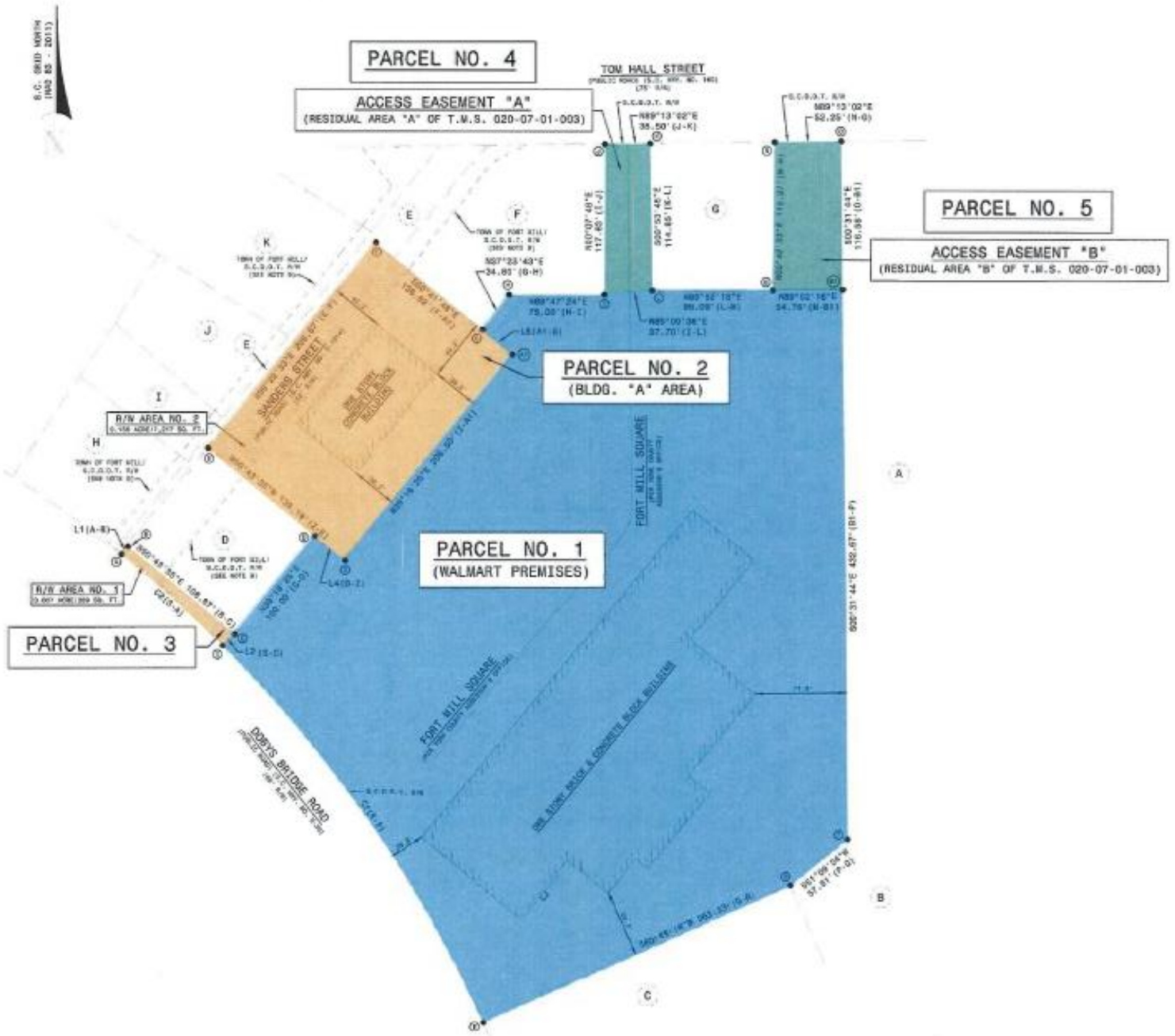
Re: Fort Mill Square Subdivision Plat

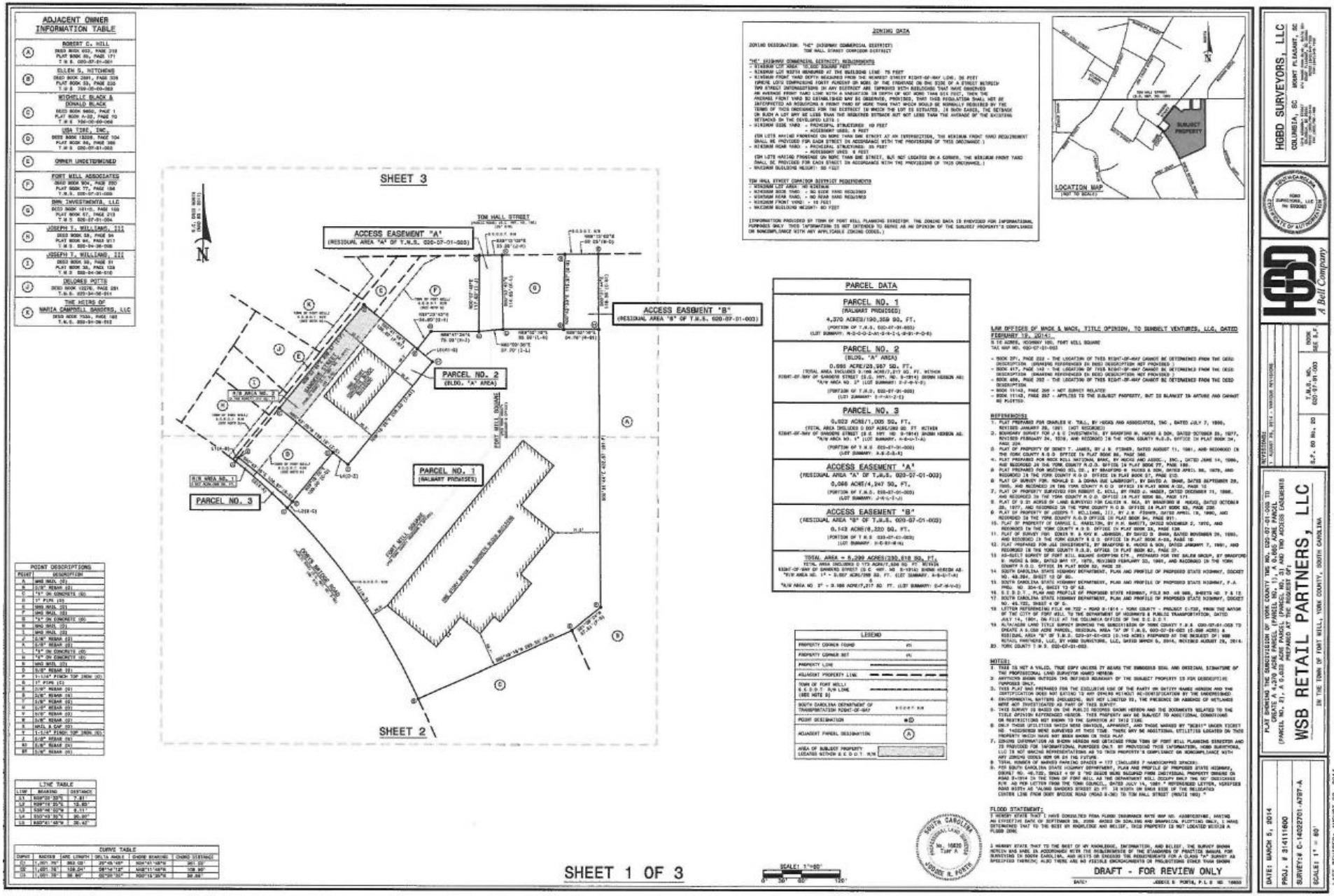
On behalf of CWT Properties, LLC, the undersigned authorizes permission for WSB Retail Partners to move forward with the necessary applications and approvals for the subdivision plat relating to Fort Mill Square (a copy of which is attached).

Sincerely,

Kenneth S. Coe,
Attorney-in-Fact for CWT Properties, LLC

KSC:kff
Enclosure
cc: Chris Tull
Elaine Fowler
Tom Derham
Kelley Glenn


PARCEL NO. 4
ACCESS EASEMENT "A"
(RESIDUAL AREA "A" OF T.M.S. 020-07-01-003)
TOM HALL STREET
PARCEL NO. 5
ACCESS EASEMENT "B"
(RESIDUAL AREA "B" OF T.M.S. 020-07-01-003)
PARCEL NO. 2
(BLDG. "A" AREA)
PARCEL NO. 1
(WALMART PREMISES)
PARCEL NO. 3
R/W AREA NO. 2
R/W AREA NO. 1
SANDERS STREET
FORT MILL SQUARE
DOBYS BRIDGE ROAD


ADJACENT OWNER INFORMATION TABLE
SHEET 3
SHEET 2
SHEET 1 OF 3
ACCESS EASEMENT "A"
ACCESS EASEMENT "B"
PARCEL NO. 1
PARCEL NO. 2
PARCEL NO. 3
TOM HALL STREET
FORT MILL SQUARE
ZONING DATA
LOCATION MAP
SUBJECT PROPERTY
PARCEL DATA
LEGEND
POINT DESCRIPTIONS
LINE TABLE
CURVE TABLE
SCALE: 1" = 60'
DRAFT - FOR REVIEW ONLY
HGBD SURVEYORS, LLC
WSB RETAIL PARTNERS, LLC


TOM HALL ST (SDOT)
TOM HALL ST (SDOT)
TOM HALL S
N DOBYS BRIDGE RD (SDOT)
SANDERS ST (SDOT)
SMITH ST (SDOT)
FORT MILL SQ (PRVT)
KANAWH
KANAWH

Planning Commission Meeting
October 28, 2014
New Business Item

Development Agreement: Development Solutions Group (Kimbrell Property)
An ordinance authorizing the entry by the Town of Fort Mill into a Development Agreement for property located at York County Tax Map Numbers 736-00-00-080, 736-00-00-081 and 736-00-00-144, such parcels containing approximately 28.6 acres located at the intersection of North Dobys Bridge Road and Kimbrell Road; authorizing the execution and delivery of such Development Agreement; and other matters relating thereto

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Background / Discussion

Council is asked to give first reading consideration to an ordinance adopting a development agreement between the Town of Fort Mill and Development Solutions Group LLC (DSG) for property located at York County Tax Map Numbers 736-00-00-080, 736-00-00-081 and 736-00-00-144, such parcels containing approximately 28.6 acres located at the intersection of North Dobys Bridge Road and Kimbrell Road

This property is currently under contract to be sold by the current owners, Del Bradshaw (Trustee) and Woodward Associates LLC, to the purchaser, DSG.

This agreement is tied to an annexation request for the same parcels. First reading of the annexation ordinance was approved on September 22, 2014, with a zoning designation of R-5 Residential. The annexation ordinance, as currently drafted, would become effective on the date that the property is transferred from the current owners to DSG. The draft development agreement, as proposed, would have a same effective date. If the property is not transferred by the sunset date provided within the ordinances, both the annexation and development agreement ordinances would become null and void.

The intent of DSG is to develop the property into a single-family, age targeted subdivision containing up to 100 residential units.

Recommendation

In reviewing the proposed subdivision project on Kimbrell Road, the Planning Commission recommended that the total number of residential units be limited to not more than 100. Staff has recommended a development agreement as the best, and most appropriate, mechanism for addressing this concern, as well as other issues raised during first reading.

Copies of the revised draft agreement and enacting ordinance are attached. This agreement outlines the rights and responsibilities of both parties. The draft agreement authorizes the development of up to 100 single-family residential units. The agreement stipulates off-site traffic improvements at both ends of Kimbrell Road, consistent with a traffic study completed in August 2014. The

applicant has also agreed to make a cash contribution in the amount of $50,000 toward future transportation improvements, (paid $500/home at the time of permitting).

Approval of this item will be a policy decision of the town council.

Joe Cronin
Planning Director
October 24, 2014

STATE OF SOUTH CAROLINA
TOWN COUNCIL FOR THE TOWN OF FORT MILL
ORDINANCE NO. 2014-__

AN ORDINANCE AUTHORIZING THE ENTRY BY THE TOWN OF FORT MILL INTO A DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT YORK COUNTY TAX MAP NUMBERS 736-00-00-080, 736-00-00-081 AND 736-00-00-144, SUCH PARCELS CONTAINING APPROXIMATELY 28.6 ACRES LOCATED AT THE INTERSECTION OF NORTH DOBYS BRIDGE ROAD AND KIMBRELL ROAD; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH DEVELOPMENT AGREEMENT; AND OTHER MATTERS RELATING THERETO

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE TOWN COUNCIL FOR THE TOWN OF FORT MILL:

ARTICLE I

FINDINGS OF FACT

Section 1.1 Findings of Fact. As an incident to the adoption of this Ordinance, the Town Council (the "Town Council") of the Town of Fort Mill, South Carolina (the "Town"), has made the following findings:

(A) The Town is authorized pursuant to the provisions of the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 through 6-31-160, inclusive, of the Code of Laws of South Carolina, 1976, as amended (herein and as codified, the "Act"), to enter into development agreements with developers (as defined in the Act) to promote comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the economic cost of development.

(B) The Town has engaged in negotiations with Development Solutions Group LLC, a North Carolina corporation (the "Developer"), with respect to the terms of the development agreement attached hereto as Exhibit A (the "Agreement"), and has reached an agreement with the Developer on the matters set forth in the Agreement. The Property, as defined in the Agreement, and currently owned by Del Bradshaw (Trustee) and Woodward Associates LLC (the "Property Owners), has by ordinance adopted on _____ (Ordinance No. 2014-__) been annexed into the Town by agreement of 100% of the owners thereof pursuant to Section 5-3-150, Code of Laws of South Carolina, 1976, as amended.

(C) After due investigation, the Town Council has determined that it is in the best interests of the Town to approve the Agreement and authorize its execution and delivery.

(D) The Town Council has made a finding that the development of the Property as proposed in the Concept Plan, as defined in the Agreement, is consistent with the Town's comprehensive plan and land development regulations in effect as of the date hereof.

(E) The Town Council has determined that all conditions precedent to the execution and delivery of the Agreement shall, upon the final reading of this Ordinance (herein, "Ordinance"), have been met. Two public hearings, as required by Section 6-31-50 of the Act, have been duly noted and held.

(F) The Town Council is adopting this Ordinance in order to:

(1) approve the entry by the Town into the Agreement; and

(2) authorize the execution and delivery of the Agreement on behalf of the Town.

ARTICLE II

THE AGREEMENT

Section 2.1 Authorization of Agreement. The Town Council hereby authorizes the entry by the Town into the Agreement in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2.2 Execution and Delivery of Agreement. The Town Council authorizes the Mayor of the Town to execute and deliver the Agreement to the Developer. The Town Clerk is authorized to affix, emboss, or otherwise reproduce the seal of the Town to the Agreement and attest the same.

Section 2.3 Effective date. This ordinance shall be effective from and after the date that the Property Owners transfer the above-described property to the Developer through a deed recorded in the Office of the Register of Deeds, York County, South Carolina. If the property is not transferred within ninety (90) days from the date of adoption, this ordinance shall be of no force or effect.

Section 2.4 Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SIGNED AND SEALED this _____ day of _____, 2014, having been duly adopted by the Town Council for the Town of Fort Mill on the _____ day of _____, 2014.

First Reading: October 27, 2014
Public Hearing #1: October 27, 2014

TOWN OF FORT MILL

Public Hearing #2: November 10, 2014
Second Reading: November 10, 2014

_____
Danny P. Funderburk, Mayor

LEGAL REVIEW

ATTEST

_____
Barron B. Mack, Jr, Town Attorney

_____
Dennis Pieper, Town Manager

STATE OF SOUTH CAROLINA)
) RESIDENTIAL DEVELOPMENT AGREEMENT
COUNTY OF YORK)

This Development Agreement ("Agreement") is made and entered this _____ day of _____ 2014, by and between Development Solutions Group, LLC., a North Carolina Limited Liability Company ("Developer"), and the governmental authority of the Town of Fort Mill, South Carolina ("Fort Mill" or "Town").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act" (the "Act"), as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, Section 6-31-10(B)(1) of the Act recognizes that "[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning."; and

WHEREAS, Section 6-31-10(B)(6) of the Act also states that "[d]evelopment agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State."; and,

WHEREAS, the Act further authorizes local governments, including municipal governments, to enter into Development Agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, the Town seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

WHEREAS, the Town finds that the program of development for this Property (as hereinafter defined) proposed by Developer over the next five (5) years or as extended as provided herein is consistent with the Town's comprehensive land use plan and will further the health, safety, welfare and economic wellbeing of the Town and its residents; and

WHEREAS, the development of the Property and the program for its development presents an opportunity for the Town to secure quality planning and growth, protection of the environment, and to strengthen and revitalize the Town's tax base; and

WHEREAS, this Agreement is being made and entered into between Developer and Fort Mill, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, consistent with its approved Concept Plan (as hereinafter defined) without encountering future changes in law which would materially affect the Developer's ability to develop the Property under its Concept Plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Fort Mill and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, Fort Mill and Developer hereby agree as follows:

INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A.

"Code of Ordinances" means the Code of Ordinances for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer's office.

"Concept Plan" means that certain document titled "Sketch Plan – 100 s/f lots" (Exhibit B hereto), approved by the Town on _____, 2014 incidental to the Town's zoning of the Property to R-5 Residential (Exhibit C hereto).

"Developer" means Owner and all successors in title or lessees of the Owner who undertake development of the Property or who are transferred Development Rights and Obligations.

"Development Rights and Obligations" means the rights, obligations, benefits and approvals of the Owner or Developer(s) under this Agreement.

"Owner" means Development Solutions Group, LLC, or its successors in title.

"Owners Association" means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the Town for perpetual ownership and maintenance, to include but not be limited to: private roads and alleyways, common areas, neighborhood parks and recreational facilities, and storm water management systems.

"Project" means the residential development project envisioned by the Concept Plan and approved by the Town pursuant to, and in compliance with, the Zoning Ordinance and the Code of Ordinances.

"Property" means that tract of land described on Exhibit D.

"Term" means the duration of this Agreement as set forth in Section III hereof.

"Zoning Ordinance" means the Zoning Ordinance for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer's office.

TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the Town and Owner, and shall terminate upon completion of development of the Property or five years from

the date of execution, whichever event first occurs. It is expected that the Project will take up to 20 years to complete. In order to fully realize the benefits accruing to Town and Developer recited in this Agreement, if the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement at the conclusion of a five year term, the termination date of this Agreement may be extended by written approval of both the Town and Owner for an additional five-year term. The Town and Owner may by written approval extend the term for a total of three successive five-year terms so long as the Developer is not in default at the conclusion of each successive five-year term.

DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Ordinance, the Code of Ordinances, and other applicable land development regulations required by the Town, State, and/or Federal Government, and this Agreement. The Town shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by the Zoning Ordinance and Code of Ordinances. The Town shall review applications for development approval based on the residential development standards adopted as a part of the Zoning Ordinance and Code of Ordinances. Developer will establish, through covenants running with the land, requirements for architectural elements and architectural style for the Project that will be enforced by Developer and Owners Association.

ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.

Owner does, for itself and its successors and assigns, including Developer(s) and notwithstanding the Zoning Ordinance, agree to be bound by the following:

The Owner shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property without the consent of the Town, provided that the Owner shall notify the Town, in writing, as and when Development Rights and Obligations are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable, subject to the transfer. A Developer transferring Development Rights and Obligations to any other party shall be

subject to this requirement of notification, and any entity acquiring Development Rights and Obligations hereunder shall be required to file with the Town an acknowledgment of this Agreement and a commitment to be bound by it.

The Developer and any Owner agree that the Project will be served by public potable water and sewer, subject to the terms as provided in Article IX, prior to occupancy.

DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as Exhibit E. Pursuant to the Act, the failure of the Developer and any Owner to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions or the Owner's and Developer's good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, those dates must be modified by the Town. A major modification of the agreement may occur only after public notice and a public hearing by the Town.

USES AND DENSITY.

Development on the property shall be limited to the following:

100, Detached, single family residential dwellings that are materially consistent with the densities shown on the Concept Plan, provided that in no event shall the total number of dwelling units exceed one hundred (100) . Dwelling units shall be restricted to the height set forth in the R-5 Residential Zoning category. Owners Association dedications, common amenities and facilities for residents, and other customary associated uses shall also be permitted.

EFFECT OF FUTURE LAWS.

Developer and any Owner shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the Zoning Ordinance, as they may be modified in the future pursuant to the terms hereof, and this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the Town ordinances, including the Code of Ordinances or the Zoning Ordinance, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act, or agreed to in writing by the parties. The parties specifically acknowledge that building moratoria enacted by the Town during the term of this Agreement shall not apply to the Project except as may be allowed by the Act.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, including but not limited to impact fees and stormwater utility fees (so long as such development impact fees and stormwater utility fees are applied consistently and in the same manner to all similarly-situated property within the Town limits), or of any law or ordinance of general application throughout the Town found by the Fort Mill Town Council to be necessary to protect the health, safety and welfare of the citizens of Fort Mill. Notwithstanding the above, the Town may apply subsequently enacted laws to the Property only in accordance with the Act.

INFRASTRUCTURE AND SERVICES.

Fort Mill and Developer recognize that the majority of the direct costs associated with the development of the Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

Potable Water. Potable water will be supplied to the Property by the Town. Developer will construct or cause to be constructed at Developer's cost all necessary water service infrastructure to, from, and within the Property per Town specifications which will be maintained by it or the provider. The Developer shall be responsible for maintaining all related water infrastructure until offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town, the Developer shall provide an eighteen (18) month warranty period for all water infrastructure

constructed to serve the Project. Developer shall be responsible for paying all water capacity fee/hookup charges

The Property shall be subject to all current and future water connection/capacity fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future water connection/capacity fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits).

Notwithstanding the provisions referenced above, nothing in this agreement shall preclude the Town and Owner/Developer from entering into a separate utility agreement for cost-sharing of water transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the Town from providing potable water to its residents in accordance with applicable provisions of laws.

Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Town. Developer will construct or cause to be constructed at Developer's cost all related infrastructure improvements to, from, and within the Property per Town specifications. The Developer shall be responsible for maintaining all related sewer infrastructure until offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town, the Developer shall provide an eighteen (18) month warranty period for all sewer infrastructure constructed to serve the Project. Treatment capacity at the Town's municipal wastewater treatment plant will not be reserved until a sewer system construction permit has been issued for the Project by the South Carolina Department of Health and Environmental Control (SCDHEC).

The Property shall be subject to all current and future sewer connection/capacity fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future sewer connection/capacity fees (so long as such

development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits).

Notwithstanding the provisions referenced above, nothing in this agreement shall preclude the Town and Owner/Developer from entering into a separate utility agreement for cost-sharing of sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the Town from providing sewage treatment to its residents in accordance with applicable provisions of laws.

C. Private Roads. All roads within the Project shall be public roads. Private alleys may be allowed in limited circumstances, provided such alleys are constructed to Town standards, are approved by the Fort Mill Planning Commission as part of the subdivision plat approval process, and will be owned and maintained by a private Owners Association.

D. Public Roads and Traffic Impact. All public roads within the Project shall be constructed to Fort Mill and South Carolina Department of Transportation (SCDOT) specifications. The exact location, alignment, and name of any public road within the Project shall be subject to review and approval by the Fort Mill Planning Commission as part of the subdivision platting process provided that any such subdivision plats that are materially consistent with the site plan of the Project shown on the Concept Plan (with an increase in density up to 100 units not being a material modification to the Concept Plan) shall be approved. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the Town for public ownership and maintenance. The Town shall not accept such roads for public ownership and maintenance until certificates of occupancy have been issued for at least eighty percent (80%) of all buildable lots. Upon final inspection and acceptance by the Town, the Developer shall provide a one-year warranty period for all public roads within the Project.

Developer recognizes the potential impact on the public roadways resulting from the Project. A traffic impact analysis was performed by the Developer, as required by the Zoning Ordinance, and the Developer shall be responsible for any improvements deemed necessary by the traffic impact analysis. No further traffic impact analysis will be required for individual development applications that are submitted in conformity with the

Zoning Ordinance. The Developer may, at the Developer's option, coordinate with adjacent property owners for a joint traffic impact analysis, provided development on both or all properties is expected to commence within twenty-four (24) months from the date of the analysis. In addition to agreeing to abide by the Traffic Study's recommendations, Developer agrees to install a turn lane on Kimbrell Road at the Doby's Bridge road intersection.

E. Storm Drainage System. All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Zoning Ordinance and Chapter 16 of the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the Town. The Town shall not accept such drainage system structural improvements for public ownership and maintenance until certificates of occupancy have been issued for at least eighty percent (80%) of all buildable lots. Upon final inspection and acceptance by the Town, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owners Association, as appropriate.

F. Solid Waste and Recycling Collection. The Town shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the Town.

G. Police Protection. The Town shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the Town.

H. Fire Services. The Town shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the Town.

I. Emergency Medical Services. Such services to the Property are now provided by York County through a contract with a private provider. The Town shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a town-wide basis.

J. School Services. Such services are now provided by the Fort Mill School District (the "School District"). Developer shall be responsible paying all impact fees levied by the School District for each residential unit constructed prior to the issuance of a certificate of occupancy (so long as such impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits). The Town shall not be obligated to provide school services to the Property, absent its election to provide such services on a town-wide basis.

K. Private Utility Services. Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the property shall be located underground, and shall be placed in locations approved by the Town so as to reduce or eliminate potential conflicts within utility rights-of-way.

L. Streetlights. Developer shall install or cause to be installed streetlights within the Project. To the extent that the Town provides the same benefit to other neighborhoods, the Town shall contribute toward the monthly cost for each streetlight. The remaining monthly cost for each streetlight, if any, shall be borne by the Developer and/or Owners Association.

M. Parks and Open Spaces. As identified in the Concept Plan shown in Exhibit B, certain parcels within the Project will be owned and maintained by the Developer/Owners Association as private parks, amenities and open space. The Developer agrees to use their best efforts to save the large Oak Tree at the intersection of Kimbrell & Doby's Bridge Roads.

N. Civic Space. Any properties designated for "Civic Use" in the Concept Plan shown in Exhibit B shall be retained in civic use in perpetuity.

O. Easements. Owner/Developer shall be responsible for obtaining, at Owner/Developer's cost, all easements, access rights, or other instruments that will enable the Owner/Developer to tie into current or future water and sewer infrastructure on adjacent properties.

P. Developer Contribution. Prior to the commencement of clearing and grading activities on the Property, the Developer shall make a contribution to the Town

in the amount of Fifty Thousand and No/100ths Dollars ($50,000.00). Payable at the rate of $500.00 per home at time of permitting.

IMPACT FEES.

The Property shall be subject to all current and future development impact fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits) for any reason, including the fact that such portions of the Property may be or have been developed as senior housing (it being agreed that there is no obligation of Owner or any Developer to construct senior housing). For the purpose of this Agreement, the term "development impact fees" shall include, but not be limited to, the meaning ascribed to such term in the South Carolina Development Impact Fee Act, Sections 6-1-910, et seq., of the South Carolina Code of Laws (1976), as amended. The School District is hereby deemed a third-party beneficiary of this Section and may enforce the provisions hereof.

PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.

The Town and Developer recognize that development can have negative as well as positive impacts. Specifically, Fort Mill considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the Town, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal and state laws and regulations for the handling of storm water.

COMPLIANCE REVIEWS.

Developer, or its assigns, shall meet with the Town, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage

of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year and the number anticipated to be issued in the ensuing year, and Development Rights and Obligations transferred in the prior year and anticipated to be transferred in the ensuing year.

DEFAULTS.

The failure of the Developer and any Owner to comply with the terms of this Agreement shall constitute a default, entitling the Town to pursue such remedies as deemed appropriate, including specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the Town absent its according the Developer and any Owner the notice and opportunity to cure in accordance with the Act.

MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the Town and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act. The size of the Property may be increased by written approval of the Town.

NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5^{th}) business day after the deposit thereof in the United States Mail, postage prepaid, registered or

certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to the Town at:

Town of Fort Mill
P.O. Box 159
Fort Mill, SC 29716
Attention: Town Manager

And to the Developer at: Development Solutions Group, LLC
11121 Carmel Commons Blvd, Suite 360
Charlotte, NC 28226

GENERAL.

Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owner and Developer and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

Estoppel Certificate. The Town, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

that this Agreement is in full force and effect,

that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

Assignment. Other than Development Rights and Obligations as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer(s) or the Town are assignable to any other person, firm, corporation or entity.

Binding Effect. The parties hereto agree that this agreement shall be binding upon their respective successors and/or assigns.

Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.

No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the Owner and Developers. No other persons shall have any rights hereunder, unless specified in this Agreement.

STATEMENT OF REQUIRED PROVISIONS.

Specific Statements. Section 6-31-60(A) of the Act requires that a development agreement include specific mandatory provisions. Certain of these items are addressed elsewhere in this Agreement. The following listing of required provisions supplements those previously provided and completes the mandatory provisions:

Legal Owners of Property. The present legal owners of the Property are set forth in Exhibit hereto.

Development Uses Permitted on the Property. The Property shall be permitted for development and sale of single family residences; Owners Association dedications, common amenities and facilities for its residents, and other customary associated uses. Development to consist of no more than 100, single family detached homes. Homes exteriors to feature brick, stone, Fiber Cement siding. No vinyl siding to be allowed.

Reservation or Dedication of Land for Public Purpose. N/A

Description of Local Development Permits Needed. The development shall be pursuant to the Zoning Ordinance and Code of Ordinances. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Pursuant to Chapter 32 of the Code of Ordinances, approval from the Fort Mill Planning Commission shall be required for all sketch plans, preliminary plats, and final plats, unless such plan or plat meets the requirements for

administrative review and approval. Notwithstanding the foregoing, the Town acknowledges that Planning Commission and/or administrative approval of plats will be given if any such plats are materially consistent with the site plan of the Project shown on the Concept Plan (with an increase in density up to 200 units not being a material modification to the Concept Plan). It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Development Solutions Group LLC,.

WITNESSES:

a North Carolina corporation

_____
Name:

By: _____
Name: _____
Title: _____

_____
Name:

STATE OF SOUTH CAROLINA)
) ss:
COUNTY OF YORK)

The foregoing instrument was acknowledged before me this _____day of _____, 2014 by _____, as _____ of Development Solutions Group LLC., a North Carolina corporation. He personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires:_____

[TOWN SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

TOWN:

WITNESSES:

TOWN OF FORT MILL

_____
Name:

By: _____
Name: _____
Title: _____

_____
Name:

STATE OF SOUTH CAROLINA)
) ss:
COUNTY OF YORK)

The foregoing instrument was acknowledged before me this _____day of_____ _____, 2014 by _____, the _____ of the Town of Fort Mill. He personally appeared before me and is personally known to me.

_____
Notary Public
My Commission Expires: _____

[END TOWN SIGNATURE PAGES – EXHIBITS FOLLOW]

EXHIBIT A

South Carolina Local Government Development Agreement Act
as Codified in Sections 6-31-10 through 6-31-160
of the Code of Laws of South Carolina (1976), as amended

Title 6 - Local Government - Provisions Applicable to Special Purpose Districts and Other Political Subdivisions

CHAPTER 31.
SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT

SECTION 6-31-10. Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.

(A) This chapter may be cited as the "South Carolina Local Government Development Agreement Act".

(B)(1) The General Assembly finds: The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.

(2) Assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services.

(3) Because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public.

(4) Public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period.

(5) Land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development.

(6) Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public

safety, health, and general welfare of the citizens of our State.

(C) It is the intent of the General Assembly to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(D) This intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of this chapter.

(E) This chapter must be regarded as supplemental and additional to the powers conferred upon local governments and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-20. Definitions.

As used in this chapter:

(1) "Comprehensive plan" means the master plan adopted pursuant to Sections 6-7-510, et seq., 5-23-490, et seq., or 4-27-600 and the official map adopted pursuant to Section 6-7-1210, et seq.

(2) "Developer" means a person, including a governmental agency or redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, who intends to undertake any development and who has a legal or equitable interest in the property to be developed.

(3) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels. "Development", as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(4) "Development permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of local government having the effect of permitting the development of property.

(5) "Governing body" means the county council of a county, the city council of a municipality, the governing body of a consolidated political subdivision, or any other chief governing body of a unit of local government, however designated.

(6) "Land development regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of development and includes a local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of property.

(7) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules adopted by a local government affecting the development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in Section 6-31-140 (A).

(8) "Property" means all real property subject to land use regulation by a local government and includes the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as a part of real property.

(9) "Local government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants development permits for land development or which provides public facilities.

(10) "Local planning commission" means any planning commission established pursuant to Sections 4-27-510, 5-23-410, or 6-7-320.

(11) "Person" means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.

(12) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

HISTORY: 1993 Act No. 150, Section 1; 1994 Act No. 462, Section 3.

SECTION 6-31-30. Local governments authorized to enter into development agreements; approval of county or municipal governing body required.

A local government may establish procedures and requirements, as provided in this chapter, to consider and enter into development agreements with developers. A development agreement must be approved by the governing body of a county or municipality by the adoption of an ordinance.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-40. Developed property must contain certain number of acres of highland; permissible durations of agreements for differing amounts of highland content.

A local government may enter into a development agreement with a developer for the development of property as provided in this chapter provided the property contains twenty-five acres or more of highland. Development agreements involving property containing no more than two hundred fifty acres of highland shall be for a term not to exceed five years. Development agreements involving property containing one thousand acres or less of highland but more than two hundred fifty acres of highland shall be for a term not to exceed ten years. Development agreements involving property containing two thousand acres or less of highland but more than one thousand acres of highland shall be for a term not to exceed twenty years. Development agreements involving property containing more than two thousand acres and development agreements with a developer which is a redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, regardless of the number of acres of property involved, may be for such term as the local government and the developer shall elect.

HISTORY: 1993 Act No. 150, Section 1; 1994 Act No. 462, Section 4.

SECTION 6-31-50. Public hearings; notice and publication.

(A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.

(B)(1) Notice of intent to consider a development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.

(2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.

(C) In the event that the development agreement provides that the local government shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-60. What development agreement must provide; what it may provide; major modification requires public notice and hearing.

(A) A development agreement must include:

(1) a legal description of the property subject to the agreement and the names of its legal and equitable property owners;

(2) the duration of the agreement. However, the parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements;

(3) the development uses permitted on the property, including population densities and building intensities and height;

(4) a description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development;

(5) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the development agreement;

(6) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions;

(7) a finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(8) a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(9) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.

(B) A development agreement may provide that the entire development or any phase of it be commenced or completed within a specified period of time. The development agreement must provide a development schedule including commencement dates and interim completion dates at no greater than five year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 6-31-90, but must be judged based upon the totality of the circumstances. The development agreement may include other defined performance standards to be met by the developer. If the developer requests a modification in the dates as set forth in the agreement and is able to demonstrate and establish that there is good cause to modify those dates, those dates must be modified by the local government. A major modification of the agreement may occur only after public notice and a public hearing by the local government.

(C) If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement.

(D) The development agreement also may cover any other matter not inconsistent with this chapter not prohibited by law.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-70. Agreement and development must be consistent with local government comprehensive plan and land development regulations.

A development agreement and authorized development must be consistent with the local government's comprehensive plan and land development regulations.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-80. Law in effect at time of agreement governs development; exceptions.

(A) Subject to the provisions of Section 6-31-140 and unless otherwise provided by the development agreement, the laws applicable to development of the property subject to a development agreement, are those in force at the time of execution of the agreement.

(B) Subject to the provisions of Section 6-31-140, a local government may apply subsequently adopted laws to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

(1) the laws are not in conflict with the laws governing the development agreement and do not prevent the development set forth in the development agreement;

(2) they are essential to the public health, safety, or welfare and the laws expressly state that they apply to a development that is subject to a development agreement;

(3) the laws are specifically anticipated and provided for in the development agreement;

(4) the local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement which changes, if not addressed by the local government, would pose a serious threat to the public health, safety, or welfare; or

(5) the development agreement is based on substantially and materially inaccurate information supplied by the developer.

(C) This section does not abrogate any rights preserved by Section 6-31-140 herein or that may vest pursuant to common law or otherwise in the absence of a development agreement.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-90. Periodic review to assess compliance with agreement; material breach by developer; notice of breach; cure of breach or modification or termination of agreement.

(A) Procedures established pursuant to Section 6-31-40 must include a provision for requiring periodic review by the zoning administrator, or, if the local government has no zoning administrator, by an appropriate officer of the local government, at least every twelve months, at which time the developer must be required to demonstrate good faith compliance with the terms of the development agreement.

(B) If, as a result of a periodic review, the local government finds and determines that the developer has committed a material breach of the terms or conditions of the agreement, the local government shall serve notice in writing, within a reasonable time after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the developer a reasonable time in which to cure the material breach.

(C) If the developer fails to cure the material breach within the time given, then the local government unilaterally may terminate or modify the development agreement; provided, that the local government has first given the developer the opportunity:

(1) to rebut the finding and determination; or

(2) to consent to amend the development agreement to meet the concerns of the local government with respect to the findings and determinations.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-100. Amendment or cancellation of development agreement by mutual consent of parties or successors in interest.

A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-110. Validity and duration of agreement entered into prior to incorporation or annexation of affected area; subsequent modification or suspension by municipality.

(A) Except as otherwise provided in Section 6-31-130 and subject to the provisions of Section 6-31-140, if a newly-incorporated municipality or newly-annexed area comprises territory that was formerly unincorporated, any development agreement entered into by a local government before the effective date of the incorporation or annexation remains valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The parties to the development agreement and the municipality may agree that the development agreement remains valid for more than eight years; provided, that the longer period may not exceed fifteen years from the effective date of the incorporation or annexation. The parties to the development agreement and the municipality have the same rights and obligations with respect to each other regarding matters addressed in the development agreement as if the

property had remained in the unincorporated territory of the county.

(B) After incorporation or annexation the municipality may modify or suspend the provisions of the development agreement if the municipality determines that the failure of the municipality to do so would place the residents of the territory subject to the development agreement, or the residents of the municipality, or both, in a condition dangerous to their health or safety, or both.

(C) This section applies to any development agreement which meets all of the following:

(1) the application for the development agreement is submitted to the local government operating within the unincorporated territory before the date that the first signature was affixed to the petition for incorporation or annexation or the adoption of an annexation resolution pursuant to Chapter 1 or 3 of Title 5; and

(2) the local government operating within the unincorporated territory enters into the development agreement with the developer before the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election before the date that the municipality orders the annexation.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-120. Developer to record agreement within fourteen days; burdens and benefits inure to successors in interest.

Within fourteen days after a local government enters into a development agreement, the developer shall record the agreement with the register of mesne conveyance or clerk of court in the county where the property is located. The burdens of the development agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-130. Agreement to be modified or suspended to comply with later-enacted state or federal laws or regulations.

In the event state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, the provisions of the agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-140. Rights, duties, and privileges of gas and electricity suppliers, and of municipalities with respect to providing same, not affected; no extraterritorial powers.

(A) The provisions of this act are not intended nor may they be construed in any way to alter or

amend in any way the rights, duties, and privileges of suppliers of electricity or natural gas or of municipalities with reference to the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(B) This chapter is not intended to grant to local governments or agencies any authority over property lying beyond their corporate limits.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-145. Applicability to local government of constitutional and statutory procedures for approval of debt.

In the event that any of the obligations of the local government in the development agreement constitute debt, the local government shall comply at the time of the obligation to incur such debt becomes enforceable against the local government with any applicable constitutional and statutory procedures for the approval of this debt.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-150. Invalidity of all or part of Section 6-31-140 invalidates chapter.

If Section 6-31-140 or any provision therein or the application of any provision therein is held invalid, the invalidity applies to this chapter in its entirety, to any and all provisions of the chapter, and the application of this chapter or any provision of this chapter, and to this end the provisions of Section 6-31-140 of this chapter are not severable.

HISTORY: 1993 Act No. 150, Section 1.

SECTION 6-31-160. Agreement may not contravene or supersede building, housing, electrical, plumbing, or gas code; compliance with such code if subsequently enacted.

Notwithstanding any other provision of law, a development agreement adopted pursuant to this chapter must comply with any building, housing, electrical, plumbing, and gas codes subsequently adopted by the governing body of a municipality or county as authorized by Chapter 9 of Title 6. Such development agreement may not include provisions which supersede or contravene the requirements of any building, housing, electrical, plumbing, and gas codes adopted by the governing body of a municipality or county.

HISTORY: 1993 Act No. 150, Section 1.

EXHIBIT B

Concept Plan

EXHIBIT C

R-5 Zoning Classification

Sec. 23. – R-5 Residential district.

1. *Purpose of district:* It is the intent of this section that the R-5 residential zoning district be developed and reserved for medium density single-family residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable and healthy residential environment, while allowing for flexibility in design standards, a variety in housing options, and enhanced protection for natural and environmental resources.

2. *Permitted uses:* The following uses shall be permitted in the R-5 zoning district:

   a. Single-family detached residential dwellings

   b. Publicly owned building, facility, or land;

   c. Private uses which are customarily associated with residential development, including:

      1. Clubhouses and activity centers

      2. Pools and poolhouses

      3. Off-street parking facilities

      4. Other amenities related to recreation and/or resident activities

   d. Accessory use in compliance with the provisions of article I, section 7, subsection G;

   e. Customary home occupations established under the regulations in article I, section 7, subsection F;

   f. Religious institutions.

3. *Conditional uses:* The following uses shall be permitted in any R-5 zoning district on a conditional basis:

   a. Public utility substation or subinstallation, including water towers; provided that:

      1. Such use is enclosed by a fence or wall at least six feet in height above finish grade, or by some other screening material deemed appropriate as part of the appearance review process.

      2. There is neither office nor commercial operation nor storage of vehicles or equipment on the premises, and

3. A landscaped strip not less than ten feet in width is planted and suitably maintained around the facility;

b. Temporary use in compliance with the provisions of article VI, section 4;

c. Daycare facilities or pre-school nursery, provided that any such facility must be licensed or registered by the appropriate state agency.

4. *Other requirements:* Unless otherwise specified elsewhere in this ordinance, uses permitted in R-5 districts shall be required to conform to the following standards:

a. Maximum density for new residential subdivisions:

1. The maximum gross residential density for new residential subdivisions within the R-5 district shall be three (3) dwelling units per acre.

2. Notwithstanding the preceding paragraph, the town council may authorize a maximum gross residential density of up to five (5) dwelling units per acre by entering into a development agreement with an applicant, based upon terms that are mutually agreeable to both the town and the applicant, consistent with Section 6-31-10 et seq of the South Carolina Code of Laws, 1976, as amended.

3. For the purpose of this section, "gross residential density" shall be defined as the total number of residential units divided by the total acreage of land within the development.

b. Minimum lot area: 5,000 square feet; provided, however, that the minimum lot area may be reduced up to 20% for any single-family detached residential lot with rear alley loaded access.

c. Minimum lot width, measured at the building line: 50 feet; provided, however, that the minimum lot width may be reduced up to 20% for any single-family detached residential lot with rear alley loaded access.

d. Minimum front yard depth, measured from the nearest street right-of-way line:

1. For single-family residential dwellings, the minimum front yard setback shall be 10 feet.

2. For all other permitted uses within the R-5 district, the minimum front yard setback shall be 20 feet.

3. Awnings, steps, porches, balconies and eaves may encroach up to 5' into the required front yard setback area, where provided.

4. For exceptions to this requirement, See article I, section 7, subsection E.

5. Line of sight guidelines shall apply for all corner lots and may result in a larger front yard setback.

e. Minimum side yard:

1. For single-family residential dwellings, the minimum side yard setback shall be 5 feet.

2. For all other permitted uses within the R-5 district, the minimum side yard setback shall be 10 feet.

3. For side yard requirements pertaining to corner lots, see article I, section 7, subsection C.

4. Awnings, steps, eaves, concrete or paver patios, and HVAC equipment may encroach up to 50% into the required side yard setback area.

5. Line of sight guidelines shall apply for all corner lots and may result in a larger side yard setback.

6. The minimum side yard setback for all accessory uses within the R-5 zoning district shall be 5 feet.

f. Minimum rear yard:

1. For single-family residential dwellings, the minimum rear yard setback shall be 15 feet.

2. For all other permitted uses within the R-5 district, the minimum rear yard setback shall be 20 feet.

3. For rear yard requirements pertaining to dual frontage lots, see article I, section 7, subsection D. For the purpose of this section, a private alley shall not be considered a road frontage.

4. Awnings, steps, eaves, concrete or paver patios, porches, balconies and HVAC equipment may encroach up to 5' into the required rear yard setback area.

5. The minimum rear yard setback for all accessory uses within the R-5 zoning district shall be 5 feet.

6. Line of sight guidelines shall apply for all corner lots and may result in a larger rear yard setback.

g. Maximum building height:

1. The maximum building height for all structures within the R-5 zoning district shall be 35 feet.

2. For exceptions to height regulations, see article I, section 7, subsection L.

h. Dedicated open space requirements:

1. For all new developments within the R-5 district, a minimum of 20% of the gross land area of the project shall be set aside as dedicated open space.

2. For all new developments that include rear alley loaded access on at least 75% of all residential units, the open space requirement may be reduced by 25%.

3. Dedicated open space shall be provided in accordance with Section 19(4)(H), paragraphs 2-11, of the zoning ordinance.

i. Buffer requirements:

1. For all new developments within the R-5 district, a landscaped buffer at least 35’ in width shall be required along all project edges abutting existing residential development, excluding road frontage, and shall be measured perpendicular to the property lines that define the project area. This buffer shall be a natural, undisturbed wooded area where possible, and shall count towards the open space requirement. Where an existing natural, undisturbed wooded area does not exist, a planted buffer shall be required. Planted buffers shall contain a minimum of 9 evergreen trees and 20 evergreen shrubs for each 100 linear feet of buffer area.

2. The required width of any project boundary buffer may be reduced by 25%, provided a minimum six-foot opaque wall is constructed along the project boundary.

j. Sidewalk requirements:

1. Notwithstanding other provisions of the zoning ordinance or the Code of Ordinances for the Town of Fort Mill, all new developments within the R-5 district shall include sidewalks at least five (5) feet in width along both sides of any new or existing road frontage (excluding alleys). All sidewalks shall be constructed to comply with the standards of the town, South Carolina Department of Transportation (SCDOT), and the Americans with Disabilities Act (ADA).

2. New sidewalks shall be constructed in locations that will promote connectivity with existing sidewalk infrastructure. Where no adjacent sidewalk infrastructure exists, new sidewalks shall be stubbed out to locations identified by the zoning administrator in order to allow for connectivity with future development. These requirements may be waived administratively by the zoning administrator if circumstances exist that make such connections impractical.

k. Traffic improvements.

1. A traffic impact analysis (TIA) shall be required for any new development that includes more than one hundred (100) residential units, or for any new development that is expected to generate an average of more than five hundred (500) vehicle trips per weekday. Any traffic improvements recommended by the TIA shall be installed at the developer's cost.

2. Notwithstanding the previous paragraph, the developer shall meet with the zoning administrator and, if warranted, representatives from the SCDOT, prior to project approval for the purpose of reviewing proposed ingress/egress locations and traffic impact. Any traffic improvements recommended by the town and/or SCDOT shall be installed at the developer's cost.

l. Additional requirements: Uses permitted in R-5 zoning districts shall meet all standards set forth in article I, section 7, subsection I, pertaining to off-street parking, loading, and other requirements.

m. Signs: Signs permitted in the R-5 zoning district, including the conditions under which they may be located, are set forth in article III.

EXHIBIT D

Property Description

EXHIBIT E

Development Schedule

EXHIBIT F

Description of Land Dedicated for Public Purposes

EXHIBIT G

Legal Owners of Property

Planning Commission Meeting
October 28, 2014
New Business Item

Impact Fee Study
Request to accept as information the Development Impact Fee Study Report and Housing Affordability Analysis, as prepared and submitted by the town's consultant, Stantec

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Background / Discussion

The Planning Commission is asked to accept as information the Development Impact Fee Study Report and Housing Affordability analysis, as prepared and submitted by the town's consultant, Stantec.

In April of 2014, the Planning Commission was directed by a resolution of the Fort Mill Town Council to undertake an Impact Fee Study and to provide recommendations back to the town council within six months.

At this time, the consultant has substantially completed the Development Impact Fee Study Report and Housing Affordability analysis, both of which are required by state law prior to adoption of a development impact fee. The draft report contains the following elements:

- Introduction
- Service Units
    - Parks & Recreation
    - Fire Protection
    - Municipal Facilities & Equipment
    - Transportation
- Conclusion
- Appendices

Upon acceptance of the report, the next steps in the process would be as follows:

- Prepare a draft ordinance imposing the development impact fees for council's consideration. This ordinance would outline the fee types (by service unit), fee amounts, discount rates (if any) and administrative procedures for collection and use of future impact fee revenues.
- Prepare a draft capital improvements plan outlining existing facilities, existing deficiencies, proposed capital improvements, estimated costs, funding sources, and anticipated timeline for improvements.

A copy of the April resolution and the state enabling legislation regarding development impact fees has been included for reference.

Recommendation

Based on the discussion at the last joint meeting between Town Council and the Planning Commission on October 9th, it is recommended at this time that the Planning Commission accept the study and housing affordability analysis as information. Accepting the study as information would not preclude future updates or amendments from being incorporated into the study.

During the next joint meeting between council and the commission, which is anticipated to be scheduled in November, the results of the study may be presented to town council as a status report on council's direction to proceed. At that time, should council elect to move the project forward, council and the planning commission may further discuss next steps and project priorities. Based on the feedback received at the joint meeting, the Planning Commission may then move forward with development of the draft impact fee ordinance and capital improvements plan, both of which would then be reported out to town council for review and approval.

Joe Cronin
Planning Director
October 24, 2014

RESOLUTION ADOPTED BY TOWN COUNCIL ON APRIL 14, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

RESOLUTION NO. 2014-10

A RESOLUTION DIRECTING THE FORT MILL PLANNING COMMISSION TO CONDUCT STUDIES AND TO DEVELOP AND MAKE RECOMMENDATIONS FOR A CAPITAL IMPROVEMENTS PLAN AND IMPACT FEE ORDINANCE AS PROVIDED FOR IN THE SOUTH CAROLINA DEVELOPMENT IMPACT FEE ACT AS MORE FULLY SET FORTH IN SECTION 6-1-910, ET SEQ, CODE OF LAWS OF SOUTH CAROLINA (1976), AS AMENDED

WHEREAS, the Fort Mill Town Council desires to implement impact fees within the municipal limits of the Town of Fort Mill for the primary purpose of funding capital improvements which will increase the service capacity of certain municipal facilities, parks and recreation facilities, and transportation networks, consistent with the South Carolina Development Impact Fee Act (the "Act"), as more fully set forth in Section 6-1-910, et seq, Code of Laws of South Carolina (1976), as amended; and

WHEREAS, in order to implement such fees, the Fort Mill Town Council is required by law to enact a resolution directing the Fort Mill Planning Commission to conduct the studies and to recommend an impact fee ordinance developed in accordance with the Act; and

WHEREAS, the Town Council has determined that development and adoption of an Impact Fee Ordinance would be in the best interest of the Town of Fort Mill;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Fort Mill, in Council assembled, that the Fort Mill Planning Commission is hereby directed to conduct studies and to recommend an impact fee ordinance for a capital improvements plan for certain municipal facilities, parks and recreation facilities, and transportation networks, consistent with the requirements of the Act.

BE IT FURTHER RESOLVED that the Fort Mill Planning Commission shall complete such studies and make said recommendations within 180 days after the date of adoption of this resolution.

BE IT FURTHER RESOLVED that, in conducting such studies, the Fort Mill Planning Commission is requested to consult with and receive input from all appropriate town departments and staff, and to evaluate and consider any plans or recommendations contained within the most recently adopted Comprehensive Plan for the Town of Fort Mill, as well as any other local, state, or regional plan deemed to be germane to such studies by the Planning Commission.

BE IT FURTHER RESOLVED that the Fort Mill Town Manager shall be authorized to engage the professional services of one or more consultants who specialize in such studies for the purpose of assisting the Planning Commission with development of the studies, as well as assisting

with the development of a recommended impact fee ordinance and capital improvements plan. Any consultant(s) shall be selected in a manner consistent with the most recently adopted Purchasing Manual for the Town of Fort Mill. The Town Manager shall be further authorized to commit funds from the FY 2013-14 Adopted Budget for the payment of services rendered.

SIGNED AND SEALED this _____ day of _____, 2014, having been duly adopted by the Town Council for the Town of Fort Mill on the _____ day of _____, 2014.

TOWN OF FORT MILL

_____
Danny P. Funderburk, Mayor

ATTEST THIS THE _____ DAY

OF_____, 2014

_____
Dennis Pieper, Town Manager

Legal Review:

_____
Barron B. Mack, Jr., Town Attorney

Title 6 - Local Government - Provisions Applicable to Special Purpose Districts and Other Political Subdivisions

CHAPTER 1.

GENERAL PROVISIONS

ARTICLE 9.

DEVELOPMENT IMPACT FEES

SECTION 6-1-910. Short title.

This article may be cited as the "South Carolina Development Impact Fee Act".

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-920. Definitions.

As used in this article:

(1) "Affordable housing" means housing affordable to families whose incomes do not exceed eighty percent of the median income for the service area or areas within the jurisdiction of the governmental entity.

(2) "Capital improvements" means improvements with a useful life of five years or more, by new construction or other action, which increase or increased the service capacity of a public facility.

(3) "Capital improvements plan" means a plan that identifies capital improvements for which development impact fees may be used as a funding source.

(4) "Connection charges" and "hookup charges" mean charges for the actual cost of connecting a property to a public water or public sewer system, limited to labor and materials involved in making pipe connections, installation of water meters, and other actual costs.

(5) "Developer" means an individual or corporation, partnership, or other entity undertaking development.

(6) "Development" means construction or installation of a new building or structure, or a change in use of a building or structure, any of which creates additional demand and need for public facilities. A building or structure shall include, but not be limited to, modular buildings and manufactured housing. "Development" does not include alterations made to existing single-family homes.

(7) "Development approval" means a document from a governmental entity which authorizes the commencement of a development.

(8) "Development impact fee" or "impact fee" means a payment of money imposed as a condition of development approval to pay a proportionate share of the cost of system improvements needed to serve the people utilizing the improvements. The term does not include:

(a) a charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development;

(b) connection or hookup charges;

(c) amounts collected from a developer in a transaction in which the governmental entity has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements;

(d) fees authorized by Article 3 of this chapter.

(9) "Development permit" means a permit issued for construction on or development of land when no subsequent building permit issued pursuant to Chapter 9 of Title 6 is required.

(10) "Fee payor" means the individual or legal entity that pays or is required to pay a development impact fee.

(11) "Governmental entity" means a county, as provided in Chapter 9, Title 4, and a municipality, as defined in Section 5-1-20.

(12) "Incidental benefits" are benefits which accrue to a property as a secondary result or as a minor consequence of the provision of public facilities to another property.

(13) "Land use assumptions" means a description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a ten-year period.

(14) "Level of service" means a measure of the relationship between service capacity and service demand for public facilities.

(15) "Local planning commission" means the entity created pursuant to Article 1, Chapter 29, Title 6.

(16) "Project" means a particular development on an identified parcel of land.

(17) "Proportionate share" means that portion of the cost of system improvements determined pursuant to Section 6-1-990 which reasonably relates to the service demands and needs of the project.

(18) "Public facilities" means:

(a) water supply production, treatment, laboratory, engineering, administration, storage, and transmission facilities;

(b) wastewater collection, treatment, laboratory, engineering, administration, and disposal facilities;

(c) solid waste and recycling collection, treatment, and disposal facilities;

(d) roads, streets, and bridges including, but not limited to, rights-of-way and traffic signals;

(e) storm water transmission, retention, detention, treatment, and disposal facilities and flood control facilities;

(f) public safety facilities, including law enforcement, fire, emergency medical and rescue, and street lighting facilities;

(g) capital equipment and vehicles, with an individual unit purchase price of not less than one hundred thousand dollars including, but not limited to, equipment and vehicles used in the delivery of public safety services, emergency preparedness services, collection and disposal of solid waste, and storm water management and control;

(h) parks, libraries, and recreational facilities.

(19) "Service area" means, based on sound planning or engineering principles, or both, a defined geographic area in which specific public facilities provide service to development within the area defined. Provided, however, that no provision in this article may be interpreted to alter, enlarge, or reduce the service area or boundaries of a political subdivision which is authorized or set by law.

(20) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements.

(21) "System improvements" means capital improvements to public facilities which are designed to provide service to a service area.

(22) "System improvement costs" means costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering, and other costs attributable to the improvements, and also including the costs of providing additional public facilities needed to serve new growth and development. System improvement costs do not include:

(a) construction, acquisition, or expansion of public facilities other than capital improvements identified in the capital improvements plan;

(b) repair, operation, or maintenance of existing or new capital improvements;

(c) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(d) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(e) administrative and operating costs of the governmental entity; or

(f) principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the governmental entity to finance capital improvements identified in the capital improvements plan.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-930. Developmental impact fee.

(A)(1) Only a governmental entity that has a comprehensive plan, as provided in Chapter 29 of this title, and which complies with the requirements of this article may impose a development impact fee. If a governmental entity has not adopted a comprehensive plan, but has adopted a capital improvements plan which substantially complies with the requirements of Section 6-1-960(B), then it may impose a development impact fee. A governmental entity may not impose an impact fee, regardless of how it is designated, except as provided in this article. However, a special purpose district or public service district which (a) provides fire protection services or recreation services, (b) was created by act of the General Assembly prior to 1973, and (c) had the power to impose development impact fees prior to the effective date of this section is not prohibited from imposing development impact fees.

(2) Before imposing a development impact fee on residential units, a governmental entity shall prepare a report which estimates the effect of recovering capital costs through impact fees on the availability of affordable housing within the political jurisdiction of the governmental entity.

(B)(1) An impact fee may be imposed and collected by the governmental entity only upon the passage of an ordinance approved by a positive majority, as defined in Article 3 of this chapter.

(2) The amount of the development impact fee must be based on actual improvement costs or reasonable estimates of the costs, supported by sound engineering studies.

(3) An ordinance authorizing the imposition of a development impact fee must:

(a) establish a procedure for timely processing of applications for determinations by the governmental entity of development impact fees applicable to all property subject to impact fees and for the timely processing of applications for individual assessment of development impact fees, credits, or reimbursements allowed or paid under this article;

(b) include a description of acceptable levels of service for system improvements; and

(c) provide for the termination of the impact fee.

(C) A governmental entity shall prepare and publish an annual report describing the amount of all impact fees collected, appropriated, or spent during the preceding year by category of public facility and service area.

(D) Payment of an impact fee may result in an incidental benefit to property owners or developers within the service area other than the fee payor, except that an impact fee that results in benefits to property owners or developers within the service area, other than the fee payor, in an amount which is greater than incidental benefits is prohibited.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-940. Amount of impact fee.

A governmental entity imposing an impact fee must provide in the impact fee ordinance the amount of impact fee due for each unit of development in a project for which an individual building permit or certificate of occupancy is issued. The governmental entity is bound by the amount of impact fee specified in the ordinance and may not charge higher or additional impact fees for the same purpose unless the number of service units increases or the scope of the development changes and the amount of additional impact fees is limited to the amount attributable to the additional service units or change in scope of the development. The impact fee ordinance must:

(1) include an explanation of the calculation of the impact fee, including an explanation of the factors considered pursuant to this article;

(2) specify the system improvements for which the impact fee is intended to be used;

(3) inform the developer that he may pay a project's proportionate share of system improvement costs by payment of impact fees according to the fee schedule as full and complete payment of the developer's proportionate share of system improvements costs;

(4) inform the fee payor that:

(a) he may negotiate and contract for facilities or services with the governmental entity in lieu of the development impact fee as defined in Section 6-1-1050;

(b) he has the right of appeal, as provided in Section 6-1-1030;

(c) the impact fee must be paid no earlier than the time of issuance of the building permit or issuance of a development permit if no building permit is required.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-950. Procedure for adoption of ordinance imposing impact fees.

(A) The governing body of a governmental entity begins the process for adoption of an ordinance imposing an impact fee by enacting a resolution directing the local planning commission to conduct the studies and to recommend an impact fee ordinance, developed in accordance with the requirements of this article. Under no circumstances may the governing body of a governmental entity impose an impact fee for any public facility which has been paid for entirely by the developer.

(B) Upon receipt of the resolution enacted pursuant to subsection (A), the local planning commission shall develop, within the time designated in the resolution, and make recommendations to the governmental entity for a capital improvements plan and impact fees by service unit. The local planning commission shall prepare and adopt its recommendations in the same manner and using the same procedures as those used for developing recommendations for a comprehensive plan as provided in Article 3, Chapter 29, Title 6, except as otherwise provided in this article. The commission shall review and update the capital improvements plan and impact fees in the same manner and on the same review cycle as the governmental entity's comprehensive plan or elements of it.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-960. Recommended capital improvements plan; notice; contents of plan.

(A) The local planning commission shall recommend to the governmental entity a capital improvements plan which may be adopted by the governmental entity by ordinance. The recommendations of the commission are not binding on the governmental entity, which may amend or alter the plan. After reasonable public notice, a public hearing must be held before final action to adopt the ordinance approving the capital improvements plan. The notice must be published not less than thirty days before the time of the hearing in at least one newspaper of general circulation in the county. The notice must advise the public of the time and place of the hearing, that a copy of the capital improvements plan is available for public inspection in the offices of the governmental entity, and that members of the public will be given an opportunity to be heard.

(B) The capital improvements plan must contain:

(1) a general description of all existing public facilities, and their existing deficiencies, within the service area or areas of the governmental entity, a reasonable estimate of all costs, and a plan to develop the funding resources, including existing sources of revenues, related to curing the existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding, or replacing of these facilities to meet existing needs and usage;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of existing public facilities, which must be prepared by a qualified professional using generally accepted principles and professional standards;

(3) a description of the land use assumptions;

(4) a definitive table establishing the specific service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural, and industrial, as appropriate;

(5) a description of all system improvements and their costs necessitated by and attributable to new development in the service area, based on the approved land use assumptions, to provide a level of service not to exceed the level of service currently existing in the community or service area, unless a different or higher level of service is required by law, court order, or safety consideration;

(6) the total number of service units necessitated by and attributable to new development within the service area based on the land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(7) the projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty years;

(8) identification of all sources and levels of funding available to the governmental entity for the financing of the system improvements; and

(9) a schedule setting forth estimated dates for commencing and completing construction of all improvements identified in the capital improvements plan.

(C) Changes in the capital improvements plan must be approved in the same manner as approval of the original plan.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-970. Exemptions from impact fees.

The following structures or activities are exempt from impact fees:

(1) rebuilding the same amount of floor space of a structure that was destroyed by fire or other catastrophe;

(2) remodeling or repairing a structure that does not result in an increase in the number of service units;

(3) replacing a residential unit, including a manufactured home, with another residential unit on the same lot, if the number of service units does not increase;

(4) placing a construction trailer or office on a lot during the period of construction on the lot;

(5) constructing an addition on a residential structure which does not increase the number of service units;

(6) adding uses that are typically accessory to residential uses, such as a tennis court or a clubhouse, unless it is demonstrated clearly that the use creates a significant impact on the system's capacity; and

(7) all or part of a particular development project if:

(a) the project is determined to create affordable housing; and

(b) the exempt development's proportionate share of system improvements is funded through a revenue source other than development impact fees.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-980. Calculation of impact fees.

(A) The impact fee for each service unit may not exceed the amount determined by dividing the costs of the capital improvements by the total number of projected service units that potentially could use the capital improvement. If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee for each service unit must be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to the projected new service units by the total projected new service units.

(B) An impact fee must be calculated in accordance with generally accepted accounting principles.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-990. Maximum impact fee; proportionate share of costs of improvements to serve new development.

(A) The impact fee imposed upon a fee payor may not exceed a proportionate share of the costs incurred by the governmental entity in providing system improvements to serve the new development. The proportionate share is the cost attributable to the development after the governmental entity reduces the amount to be imposed by the following factors:

(1) appropriate credit, offset, or contribution of money, dedication of land, or construction of system improvements; and

(2) all other sources of funding the system improvements including funds obtained from economic development incentives or grants secured which are not required to be repaid.

(B) In determining the proportionate share of the cost of system improvements to be paid, the governmental entity imposing the impact fee must consider the:

(1) cost of existing system improvements resulting from new development within the service area or areas;

(2) means by which existing system improvements have been financed;

(3) extent to which the new development contributes to the cost of system improvements;

(4) extent to which the new development is required to contribute to the cost of existing system improvements in the future;

(5) extent to which the new development is required to provide system improvements, without charge to other properties within the service area or areas;

(6) time and price differentials inherent in a fair comparison of fees paid at different times; and

(7) availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1000. Fair compensation or reimbursement of developers for costs, dedication of land or oversize facilities.

A developer required to pay a development impact fee may not be required to pay more than his proportionate share of the costs of the project, including the payment of money or contribution or dedication of land, or to oversize his facilities for use of others outside of the project without fair compensation or reimbursement.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1010. Accounting; expenditures.

(A) Revenues from all development impact fees must be maintained in one or more interest-bearing accounts. Accounting records must be maintained for each category of system improvements and the service area in which the fees are collected. Interest earned on development impact fees must be considered funds of the account on which it is earned, and must be subject to all restrictions placed on the use of impact fees pursuant to the provisions of this article.

(B) Expenditures of development impact fees must be made only for the category of system improvements and within or for the benefit of the service area for which the impact fee was imposed as shown by the capital improvements plan and as authorized in this article. Impact fees may not be used for:

(1) a purpose other than system improvement costs to create additional improvements to serve new growth;

(2) a category of system improvements other than that for which they were collected; or

(3) the benefit of service areas other than the area for which they were imposed.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1020. Refunds of impact fees.

(A) An impact fee must be refunded to the owner of record of property on which a development impact fee has been paid if:

(1) the impact fees have not been expended within three years of the date they were scheduled to be expended on a first-in, first-out basis; or

(2) a building permit or permit for installation of a manufactured home is denied.

(B) When the right to a refund exists, the governmental entity shall send a refund to the owner of record within ninety days after it is determined by the entity that a refund is due.

(C) A refund must include the pro rata portion of interest earned while on deposit in the impact fee account.

(D) A person entitled to a refund has standing to sue for a refund pursuant to this article if there has not been a timely payment of a refund pursuant to subsection (B) of this section.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1030. Appeals.

(A) A governmental entity which adopts a development impact fee ordinance shall provide for administrative appeals by the developer or fee payor.

(B) A fee payor may pay a development impact fee under protest. A fee payor making the payment is not estopped from exercising the right of appeal provided in this article, nor is the fee payor estopped from receiving a refund of an amount considered to have been illegally collected. Instead of making a payment of an impact fee under protest, a fee payor, at his option, may post a bond or submit an irrevocable letter of credit for the amount of impact fees due, pending the outcome of an appeal.

(C) A governmental entity which adopts a development impact fee ordinance shall provide for mediation by a qualified independent party, upon voluntary agreement by both the fee payor and the governmental entity, to address a disagreement related to the impact fee for proposed

development. Participation in mediation does not preclude the fee payor from pursuing other remedies provided for in this section or otherwise available by law.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1040. Collection of development impact fees.

A governmental entity may provide in a development impact fee ordinance the method for collection of development impact fees including, but not limited to:

(1) additions to the fee for reasonable interest and penalties for nonpayment or late payment;

(2) withholding of the certificate of occupancy, or building permit if no certificate of occupancy is required, until the development impact fee is paid;

(3) withholding of utility services until the development impact fee is paid; and

(4) imposing liens for failure to pay timely a development impact fee.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1050. Permissible agreements for payments or construction or installation of improvements by fee payors and developers; credits and reimbursements.

A fee payor and developer may enter into an agreement with a governmental entity, including an agreement entered into pursuant to the South Carolina Local Government Development Agreement Act, providing for payments instead of impact fees for facilities or services. That agreement may provide for the construction or installation of system improvements by the fee payor or developer and for credits or reimbursements for costs incurred by a fee payor or developer including interproject transfers of credits or reimbursement for project improvements which are used or shared by more than one development project. An impact fee may not be imposed on a fee payor or developer who has entered into an agreement as described in this section.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1060. Article shall not affect existing laws.

(A) The provisions of this article do not repeal existing laws authorizing a governmental entity to impose fees or require contributions or property dedications for capital improvements. A development impact fee adopted in accordance with existing laws before the enactment of this article is not affected until termination of the development impact fee. A subsequent change or reenactment of the development impact fee must comply with the provisions of this article. Requirements for developers to pay in whole or in part for system improvements may be imposed by governmental entities only by way of impact fees imposed pursuant to the ordinance.

(B) Notwithstanding another provision of this article, property for which a valid building permit or certificate of occupancy has been issued or construction has commenced before the effective date of a development impact fee ordinance is not subject to additional development impact fees.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1070. Shared funding among units of government; agreements.

(A) If the proposed system improvements include the improvement of public facilities under the jurisdiction of another unit of government including, but not limited to, a special purpose district that does not provide water and wastewater utilities, a school district, and a public service district, an agreement between the governmental entity and other unit of government must specify the reasonable share of funding by each unit. The governmental entity authorized to impose impact fees may not assume more than its reasonable share of funding joint improvements, nor may another unit of government which is not authorized to impose impact fees do so unless the expenditure is pursuant to an agreement under Section 6-1-1050 of this section.

(B) A governmental entity may enter into an agreement with another unit of government including, but not limited to, a special purpose district that does not provide water and wastewater utilities, a school district, and a public service district, that has the responsibility of providing the service for which an impact fee may be imposed. The determination of the amount of the impact fee for the contracting governmental entity must be made in the same manner and is subject to the same procedures and limitations as provided in this article. The agreement must provide for the collection of the impact fee by the governmental entity and for the expenditure of the impact fee by another unit of government including, but not limited to, a special purpose district that does not provide water and wastewater utilities, a school district, and a public services district unless otherwise provided by contract.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1080. Exemptions; water or wastewater utilities.

The provisions of this chapter do not apply to a development impact fee for water or wastewater utilities, or both, imposed by a city, county, commissioners of public works, special purpose district, or nonprofit corporation organized pursuant to Chapter 35 or 36 of Title 33, except that in order to impose a development impact fee for water or wastewater utilities, or both, the city, county, commissioners of public works, special purpose district or nonprofit corporation organized pursuant to Chapter 35 or 36 of Title 33 must:

(1) have a capital improvements plan before imposition of the development impact fee; and

(2) prepare a report to be made public before imposition of the development impact fee, which shall include, but not be limited to, an explanation of the basis, use, calculation, and method of

collection of the development impact fee; and

(3) enact the fee in accordance with the requirements of Article 3 of this chapter.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1090. Annexations by municipalities.

A county development impact fee ordinance imposed in an area which is annexed by a municipality is not affected by this article until the development impact fee terminates, unless the municipality assumes any liability which is to be paid with the impact fee revenue.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-2000. Taxation or revenue authority by political subdivisions.

This article shall not create, grant, or confer any new or additional taxing or revenue raising authority to a political subdivision which was not specifically granted to that entity by a previous act of the General Assembly.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-2010. Compliance with public notice or public hearing requirements.

Compliance with any requirement for public notice or public hearing in this article is considered to be in compliance with any other public notice or public hearing requirement otherwise applicable including, but not limited to, the provisions of Chapter 4, Title 30, and Article 3 of this chapter.

HISTORY: 1999 Act No. 118, Section 1.